

RESOLUTION OF THE
NAABIK'ÍYÁTI' STANDING COMMITTEE
25th NAVAJO NATION COUNCIL -- Third Year, 2025

AN ACTION RELATING TO HEALTH, EDUCATION AND HUMAN SERVICES AND NAABIK'ÍYÁTI' COMMITTEES; APPROVING AND AUTHORIZING A CONTRACT BETWEEN THE NAVAJO NATION AND THE UNITED STATES DEPARTMENT OF INTERIOR UNDER THE 25 U.S.C. § 5301 *ET SEQ.* (P.L. 93-638, AS AMENDED) ON BEHALF OF THE NAVAJO NATION FOR A FIVE YEAR TERM FOR THE PERIOD BEGINNING JANUARY 1, 2026 AND ENDING DECEMBER 31, 2030 FOR NAVAJO TREATMENT CENTER FOR CHILDREN AND THEIR FAMILIES PROGRAM; APPROVING AND AUTHORIZING THE ANNUAL FUNDING AGREEMENT AND SCOPE OF WORK FOR THE CONTRACT TERM

BE IT ENACTED:

SECTION ONE. AUTHORITY

- A. The Health, Education and Human Services Committee is a standing committee of the Navajo Nation Council and serves as the oversight committee for the Division for Children and Family Services (formerly the Navajo Nation Division of Social Services, see Resolution No. CMY-35-24) and its subordinate department the Navajo Treatment Center for Children and Their Families. 2 N.N.C. § 401(C)(1),
- B. The Naabik'iyáti' Committee is a standing committee of the Navajo Nation Council authorized to give final approval for contracts between the Navajo Nation and the United States Department of Interior for the implementation of the Indian Self-Determination and Education Assistance Act, 25 U.S.C. § 5301 *et seq.* (P.L. 93-638, as amended). 2 N.N.C. § 701(A)(11).

SECTION TWO. FINDINGS

- A. The Navajo Nation will access an Indian Self-Determination and Education Assistance Act, 25 U.S.C. § 5301 *et seq.* (P.L. 93-638, as amended) contract, including the Annual Funding Agreement and Scope of Work, attached as **Exhibit A**, with the United States Department of the Interior Bureau of Indian Affairs to fund and support the Navajo Treatment Center for Children and Their Families for a five year term beginning January 1, 2026 and ending December 31, 2030.
- B. The proposed Navajo Treatment Center for Children and Their Families P.L. 93-638 Contract, Annual Funding Agreement, and Scope of Work, attached as **Exhibit A**, has been endorsed by requisite reviewers and is determined legally sufficient and

eligible for signature. The 164 Review No. 025194 is attached as Exhibit B.

SECTION THREE. APPROVALS

- A. The Navajo Nation hereby approves and authorizes a contract between the Navajo Nation and the United States Department of the Interior, Bureau of Indian Affairs, under 25 U.S.C. § 5301 et seq. (P.L. 93-638, as amended) for a five-year term beginning January 1, 2026 and ending December 31, 2030, for the Navajo Treatment Center for Children and Their Families services, as set forth in Exhibit A.
- B. The Navajo Nation hereby approves and authorizes the Annual Funding Agreement and Scope of Work for the Navajo Treatment Center for Children and Their Families services for the contract term, as set forth in Exhibit A.
- C. The Navajo Nation hereby authorizes the Navajo Nation President, or his duly authorized designee or successor, to execute and effectuate the P.L. 93-638 Contract, Annual Funding Agreement and Scope of Work, provided the terms and conditions in such documents are substantially similar to those approved by this resolution.

CERTIFICATION

I, hereby certify that the foregoing resolution was duly considered by the Naabik'íyáti' Committee of the 25th Navajo Nation Council at a duly called meeting in Window Rock, Navajo Nation (Arizona), at which a quorum was present and that the same was passed by a vote of 17 in Favor, and 00 Opposed, on this 25th day of November 2025.

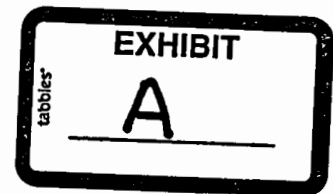

 Honorable Crystalyne Curley, Chairwoman
 Naabik'íyáti' Committee

11/25/2025

Date

Motion: Honorable Otto Tso
 Second: Honorable Steven R. Arviso

Chairwoman Crystalyne Curley not voting



**AGREEMENT BETWEEN THE SECRETARY
OF THE DEPARTMENT OF THE INTERIOR
AND THE NAVAJO NATION**

A. Authority and Purpose

1. Authority

This agreement, denoted a Self-Determination Contract (referred to in this agreement as the "Contract"), is entered into by the Secretary of the Interior or the Secretary of Health and Human Services (referred to in this agreement as the "Secretary"), for and on behalf of the United States pursuant to Title I of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5301, et seq.) and by the authority of the Navajo Nation (referred to in this agreement as the "Contractor"). The provisions of Title I of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5301, et seq.) are incorporated in this agreement.

2. Purpose

Each provision of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5301, et seq.) and each provision of this Contract shall be liberally construed for the benefit of the Contractor to transfer the funding and the following related functions, services, activities and programs (or portions thereof), that are otherwise contractible under Section 102(a) of such Act, including all related administrative functions, from the Federal Government to the Contractor: Navajo Division for Children and Family Services (NDCFS) - Navajo Treatment Center for Children and Their Families (NTCCF)

B. Terms, Provisions and Conditions

1. Term

Pursuant to Section 105(c) (1) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5324 (c) (1)), the term of this contract shall be for five (05) years. Pursuant to Section 105(d)(1) of such Act (25 U.S.C. 5324(d)(1)), upon the election by the Contractor, the period of this Contract shall be determined on the basis of a calendar year, unless the Secretary and the Contractor agree on a different period in the annual funding agreement incorporated by reference in subsection F2.

2. Effective Date

This Contract shall become effective upon the date of approval and execution by the Contractor and the Secretary, unless the Contractor and the Secretary agree on an effective date other than the date specified in this paragraph.

3. Program Standards

The Contractor agrees to administer the program, services, functions and activities (or portions thereof) listed in subsection A2 of the Contract in conformity with the following standards: Navajo Nation laws and policies, federal laws (including the Indian Civil Rights Act), Navajo Division for Children and Family Services Manual for 638 Contracted Programs, Navajo Child Special Advocacy Program (NCSAP) Protocol, Navajo Treatment Center for Children and Their Families (NTCCTF) Outpatient Services Guide and 25 C.F.R. Part 20 and where applicable, waivers approved by the Secretary of the Interior, 25 C.F.R. Part 115 where applicable, waivers approved by the Secretary of the Interior, State of Arizona Board of Behavioral Health Examiners and State of New Mexico Regulation and Licensing Department.

4. Funding Amount

Subject to the availability of appropriations, the Secretary shall make available to the Contractor the total

amount specified in the annual funding agreement incorporated by reference in subsection F2. Such amount shall not be less than the applicable amount determined pursuant to Section 106(a) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5325(a)).

5. Limitation of Costs

The Contractor shall not be obligated to continue performance that requires an expenditure of funds in excess of the amount of funds awarded under this Contract. If, at any time, the Contractor has reason to believe that the total amount required for performance of this Contract or a specific activity conducted under this Contract would be greater than the amount of funds awarded under this Contract, the Contractor shall provide reasonable notice to the appropriate Secretary. If the appropriate Secretary does not take such action as may be necessary to increase the amount of funds awarded under this Contract, the Contractor may suspend performance of the Contract until such time as additional funds are awarded.

6. Payment

A. In general - Payments to the Contractor under this Contract shall:

- (i) be made as expeditiously as practicable; and
- (ii) include financial arrangements to cover funding during periods covered by joint resolutions adopted by Congress making continuing appropriations, to the extent permitted by such resolutions.

B. Quarterly, semi-annual, lump-sum, and other methods of payment:

- (i) In general - Pursuant to Section 108(b) of the Indian Self-Determination and Education Assistance Act, and notwithstanding any

other provision of law, for each fiscal year covered by this contract, the Secretary shall make available to the Contractor the funds specified for the fiscal year under the annual funding agreement incorporated by reference pursuant to subsection F2 by paying to the Contractor, on a quarterly basis, one-quarter of the total amount provided for in the annual funding agreement for that fiscal year, in a lump-sum payment or as semiannual payments, or any other method of payment authorized by law, in accordance with such method as may be requested by the Contractor and specified in the annual funding agreement; and

- (ii) Method of quarterly payment - If quarterly payments are specified in the annual funding agreement incorporated by reference pursuant to subsection F2, each quarterly payment made pursuant to clause (i) shall be made on the first day of each quarter of the fiscal year, except that in any case in which the Contract year coincides with the Federal fiscal year, payment for the first quarter shall be made not later than the date that is 10 calendar days after the date on which the Office of Management and Budget apportions the appropriations for the fiscal year for the programs, services, functions and activities subject to this Contract; and
- (iii) Applicability - Chapter 39 of Title 31, United States Code, shall apply to the

payment of funds due under this Contract and the annual funding agreement referred to in clause (i).

7. Records and Monitoring

A. In general - Except for previously provided copies of tribal records that the Secretary demonstrates are clearly required to be maintained as part of the recordkeeping system of the Department of the Interior or the Department of Health and Human Services (or both), records of the Contractor shall not be considered Federal records for purposes of Chapter 5 of Title 5, United States Code.

B. Recordkeeping System - The Contractor shall maintain a recordkeeping system and, upon reasonable advance request, provide reasonable access to such records to the Secretary.

C. Responsibilities of Contractor - The Contractor shall be responsible for managing the day-to-day operations conducted under this Contract and for monitoring activities conducted under this Contract to ensure compliance with the contract and applicable Federal requirements. With respect to the monitoring activities of the Secretary, the routine monitoring visits shall be limited to not more than two performance monitoring visits for this contract by the head of each operating division, departmental bureau, or departmental agency, or duly authorized representative of such head unless:

(i) the contractor agrees to one or more additional visits; or

(ii) the appropriate official determines that there is reasonable cause to believe that grounds for reassumption of the Contract, suspension of Contract payments, or other serious Contract performance deficiency may

exist. No additional visit referred to in clause (ii) shall be made until such time as reasonable advance notice that includes a description of the nature of the problem that requires the additional visit has been given to the Contractor.

8. Property

A. In general - As provided in Section 105(f) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5324(f)), at the request of the Contractor, the Secretary may make available, or transfer to the Contractor, all reasonable divisible real property, facilities, equipment, and personal property that the Secretary has used to provide or administer the programs, services, functions, and activities covered by this Contract. A mutually agreed upon list specifying the property, facilities, and equipment so furnished shall also be prepared by the Secretary, with the concurrence of the Contractor, and periodically revised by the Secretary, with the concurrence of the Contractor.

B. Records - The Contractor shall maintain a record of all property referred to in subparagraph A or other property acquired by the Contractor under Section 105(f)(2)(A) of such Act for purposes of replacement.

C. Joint Use Agreements - Upon the request of the Contractor, the Secretary and the Contractor shall enter into a separate joint use agreement to address the shared use by the parties of real or personal property that is not reasonably divisible.

D. Acquisition of Property - The Contractor is granted the authority to acquire such excess property as the Contractor may determine to be appropriate in the judgment of

the Contractor to support the programs, services, functions and activities operated pursuant to this Contract.

E. Confiscated or Excess Property - The Secretary shall assist the Contractor in obtaining such confiscated or excess property as may become available to tribes, tribal organizations, or local governments.

F. Screener Identification Card - A screener identification card (General Services Administration form numbered 2946) shall be issued to the Contractor not later than the effective date of this Contract. The designated official shall, upon request, assist the Contractor in securing the use of the card.

G. Capital Equipment - The Contractor shall determine the capital equipment, leases, rentals, property, or services the Contractor requires to perform the obligations of the Contractor under this subsection, and shall acquire and maintain records of such capital equipment, property rentals, leases, property, or services through applicable procurement procedures of the Contractor.

9. Availability of Funds

Notwithstanding any other provision of law, any funds provided under this Contract:

A. shall remain available until expended; and

B. with respect to such funds, no further:

(i) approval by the Secretary, or

(ii) justifying documentation from the Contractor, shall be required prior to the expenditure of such funds.

10. Transportation

Beginning on the effective date of this Contract, the Secretary shall authorize the Contractor to obtain interagency

motor pool vehicles and related services for performance of any activities carried out under this Contract.

11. Federal program guidelines, manuals, or policy directives

Except as specifically provided in the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5301, et seq.) the Contractor is not required to abide by program guidelines, manuals, or policy directives of the Secretary, unless otherwise agreed to by the Contractor and the Secretary, or otherwise required by law.

12. Disputes

A. Third-Party Mediation Defined - For the purposes of this Contract, the term "third-party mediation" means a form of mediation whereby the Secretary and the Contractor nominate a third party who is not employed by or significantly involved with the Secretary of the Interior, the Secretary of Health and Human Services, or the Contractor, to serve as third-party mediator to mediate disputes under this Contract.

B. Alternative Procedures - In addition to, or as an alternative to, remedies and procedures prescribed by Section 110 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5331), the parties to this Contract may jointly:

- (i) submit disputes under this Contract to third-party mediation; and
- (ii) submit the dispute to the adjudicatory body of the Contractor, including the tribal court of the Contractor; and
- (iii) submit the dispute to mediation processes provided for under the laws, policies, or procedures of the Contractor; or

(iv) use the administrative dispute resolution process authorized in subchapter IV of Chapter 5 Title 5, United States Code.

C. Effect of Decisions - The Secretary shall be bound by decisions made pursuant to the procedures set forth in subparagraph B, except that the Secretary shall not be bound by any decision that significantly conflicts with the interests of Indians or the United States.

13. Administrative Procedures of Contractor

Pursuant to the Indian Civil Rights Act of 1968 (25 U.S.C. 1301 et seq.), the laws, policies, and procedures of the Contractor shall provide for administrative due process (or the equivalent of administrative due process) with respect to programs, services, functions, and activities that are provided by the Contractor pursuant to this Contract.

14. Successor Annual Funding Agreement

A. In general - Negotiations for a successor annual funding agreement, provided for in subsection F2, shall begin not later than 120 days prior to the conclusion of the preceding annual funding agreement. Except as provided in Section 105(c)(2) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5324(c)(2)), the funding for each successor annual funding agreement shall only be reduced pursuant to Section 106(b) of such Act (25 U.S.C. 5325(b)).

B. Information - The Secretary shall prepare and supply relevant information, and promptly comply with any request by the Contractor for information that the Contractor reasonably needs to determine the amount of funds that may be available for a successor annual funding agreement, as provided for in subsection F2 of this Contract.

15. Contract Requirements, Approval by Secretary

A. In general - Except as provided in subparagraph B, for the term of the Contract, Section 2103 of the Revised Statutes (25 U.S.C. 81), Section 16 of the Act of June 18, 1934 (48 Stat. 987, Chapter 576; 25 U.S.C. 476) and the Act of July 3, 1952 (25 U.S.C. 82a), shall not apply to any contract entered into in connection with this Contract.

B. Requirements - Each Contract entered into by the Contractor with a third party in connection with performing the obligations of the Contract under this Contract shall:

- (i) be in writing;
- (ii) identify the interested parties, the authorities of such parties, and purposes of the Contract;
- (iii) state the work to be performed under the Contract; and
- (iv) state the process for making any claim, the payments to be made, and the terms of the Contract, which shall be fixed.

C. Obligation of the Contractor

1. Contract Performance

Except as provided in subsection D2, the Contract shall perform the programs, services, functions, and activities as provided in the annual funding agreement under subsection F2 of this Contract.

2. Amount of Funds

The total amount of funds to be paid under this Contract pursuant to Section 106(a) shall be determined in an annual funding agreement entered into between the Secretary and the Contractor, which shall be incorporated into this Contract.

3. Contracted Programs

Subject to the availability of appropriated funds, the Contractor shall administer the programs, services, functions, and activities identified in this Contract and funded through the annual funding agreement under subsection F2.

4. Trust Services for Individual Indians

A. In general - To the extent that the annual funding agreement provides funding for the delivery of trust services to individual Indians that have been provided by the Secretary, the Contractor shall maintain at least the same level of service as the Secretary provided for such individual Indians, subject to the availability of appropriated funds for such services.

B. Trust Services to Individual Indians - For the purposes of this paragraph only, the term "trust services for individual Indians" means only those services that pertain to land or financial management connected to individually held allotments.

5. Fair and Uniform Services

The Contractor shall provide services under this Contract in a fair and uniform manner and shall provide access to an administrative or judicial body empowered to adjudicate or otherwise resolve complaints, claims, and grievances brought by program beneficiaries against the Contractor arising out of the performance of the Contract.

D. Obligation of the United States

1. Trust Responsibility

A. In general - The United States reaffirms the trust responsibility of the United States to the Navajo Nation to protect and conserve the trust resources of the Navajo Nation and the trust resources of individual Indians.

B. Construction of Contract - Nothing in this Contract may be construed to terminate, waive, modify, or reduce the trust responsibility of the United States to the tribe(s) or individuals Indians. The Secretary shall act in good faith in upholding such trust responsibility.

2. Good Faith

To the extent that health programs are included in this Contract, and within available funds, the Secretary shall act in good faith in cooperating with the Contractor to achieve the goals set forth in the Indian Health Care Improvement Act (25 U.S.C. 1601, et seq.).

3. Programs Retained

As specified in the annual funding agreement, the United States hereby retains the programs, services, functions, and activities with respect to the tribe(s) that are not specifically assumed by the Contractor in the annual funding agreement under subsection F2.

E. Other Provisions

1. Designated Officials

Not later than the effective date of this Contract, the United States shall provide to the Contractor, and the Contractor shall provide to the United States, a written designation of a senior official to serve as a representative for notices, proposed amendments to the Contract, and other purposes for this Contract.

2. Contract Modifications or Amendment

A. In general - Except as provided in subparagraph B, no modification to this Contract shall take effect unless such modification is made in the form of a written amendment to

- the Contract, and the Contractor and the Secretary provide written consent for the modification.

B. Exception - The addition of supplemental funds for programs, functions, and activities (or portions thereof) already included in the annual funding agreement under subsection F2, and the reduction of funds pursuant to Section 106(b)(2), shall not be subject to subparagraph A.

3. Officials Not to Benefit

No Member of Congress, or resident commissioner, shall be admitted to any share or part of any contract executed pursuant to this Contract, or to any benefit that may arise from such contract. This paragraph may not be construed to apply to any contract with a third party entered into under this Contract if such contract is made with a corporation for the general benefit of the corporation.

4. Covenant Against Contingent Fees

- The parties warrant that no person or selling agency has been employed or retained to solicit or secure any contract executed pursuant to this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

F. Attachments

1. Approval of Contract

Unless previously furnished to the Secretary, the resolution of the Naabik'íyáti' Committee of the Navajo Nation Council authorizing the contracting of the programs, services, functions, and activities identified in this Contract is attached to this Contract as Attachment 1.

2. Annual Funding Agreement

A. In general - The annual funding agreement under this Contract shall only contain:

- (i) terms that identify the programs, services, functions, and activities to be performed or administered, the general budget category assigned, the funds to be provided, and the time and method of payment; and
- (ii) subject to subsections (a) and (b) of section 102 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5321), such other provisions, including a brief description of the programs, services, functions, and activities to be performed (including those supported by financial resources other than those provided by the Secretary), to which the parties agree.

B. Incorporation by Reference - The annual funding agreement is hereby incorporated in its entirety in this Contract and attached to this Contract as Attachment 2.

Dr. Buu V. Nygren, President
The Navajo Nation

Date

Secretary, Department of the Interior,
or designee
UNITED STATES OF AMERICA

Date

FISCAL YEAR 2026
ANNUAL FUNDING AGREEMENT

CONTRACT NO. A21AV00383
Navajo Treatment Center for Children and Their Families
(Mature Definite for 01/01/21 to 12/31/25)

BY AND BETWEEN

THE NAVAJO NATION

AND

THE UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Indian Affairs
Navajo Regional Office

FOR THE PERIOD

January 1, 2026 through December 31, 2026

Pursuant to 25 U.S.C. 5301et. seq.
(Pub. L. 93-638, as amended)

ANNUAL FUNDING AGREEMENT

This Annual Funding Agreement ("AFA") is entered into between the Navajo Nation and the United States Department of the Interior ("DOI"), pursuant to the agreement between the Navajo Nation and DOI for Navajo Treatment Center for Children and Their Families, pursuant to Title I of the Indian Self-Determination and Education Assistance Act ("ISDEAA"), Pub. L. 93-638, as amended (hereinafter referred to as the Contract).

A. PROGRAM, FUNCTIONS, SERVICES AND ACTIVITIES

1. The Navajo Nation agrees to administer and perform those portions of the Bureau of Indian Affairs' ("BIA") Navajo Treatment Center for Children and Their Families identified in the Scope of Work, attached hereto as Attachment A and incorporated herein by reference, in accordance with its own laws and policies and the terms, provisions, and conditions of the Contract and this AFA and any attachments hereto. The program standards, including any provisions of Federal Regulations waived by the Secretary, are identified in Section B of the Contract.

2. The Navajo Nation agrees that any services or assistance provided to Indian beneficiaries under the Contract and this AFA shall be provided in a fair and uniform manner subject to applicable laws and regulations.

3. The Navajo Nation shall obtain from the BIA all such funds and other resources made available for the benefit of the tribe and Indian beneficiaries for all programs to be operated and services to be delivered by the Navajo Nation through the Contract and this AFA on behalf of the DOI, except for "Trust" and executive functions of the BIA considered non-contractible under the ISDEAA, as amended.

4. The BIA shall transfer to the Navajo Nation all such funds and other resources available for the benefit of the Tribe and Indian beneficiaries through the Contract in the most expeditious manner authorized by law, and shall provide technical support and

assistance at the request of the Navajo Nation or as provided herein, in the most expeditious manner authorized by law.

5. The Navajo Nation shall exercise full discretion over the funds made available subject only to the provisions of the Contract, this AFA, tribal law, and Federal law.

6. The Navajo Nation has identified a need for program and/or office space. DOI shall undertake reasonable efforts to make such program and/or office space available to the Navajo Nation, together with such maintenance services as may be necessary for that program and/or office space. When not available and tribal buildings are used, DOI will enter into a lease pursuant to Section 105 (f) (1) of the ISDEAA, as amended and 25 CFR Part 900, Subpart H.

7. The Secretary shall provide copies of all Bureau of Indian Affairs manuals, federal laws and regulation, as well as any updates, used as standards under this Contract. The procedures contained within this Contract supersede any conflicting Bureau procedures. In the event the Bureau update its procedures the Contractor may request a waiver before these updated procedures become applicable to this Contract.

B. PROGRAM BUDGET AND FUNDING

1. Proposed Budget. Attached hereto as Attachment B is the proposed program budget for the services to be provided under this AFA. The amount reflects the Fiscal Year 2025 recurring enacted amount allocated. If Congressional appropriation for full year funding is not available at the start of the FY 2026, as an initial budget, the Navajo Nation may enter in the FMIS a full year budget at the actual, total amount of recurring funds distributed for FY 2025 that is based on Congressional appropriation. If the Navajo Nation is proposing to allocate costs between two 638 programs, the percentage breakdown of such cost allocation shall be reflected in the budget.

2. Funding Distribution and Final Budget. Subject to the availability of Congressional appropriation, DOI shall distribute direct program funding for Fiscal Year 2026 exclusive of any Central Office or Regional Office shares, direct contract support cost and indirect contract support cost funds, in one lump sum payment to the Navajo Nation in accordance with Section B(6) of the Contract. The final program budget shall reflect the actual funds distributed. Funding award(s) such as one time funding which require separate expenditure

report shall be specified in the contract modification (SF-30) by BIA. A separate account Financial Management Information System (FMIS Business Unit) shall be assigned by the Navajo Nation accordingly. Full payment shall be made by all-electronic payment through an Automated Standard Application for Payment (ASAP), an information system developed by the Financial Management Services and the Federal Reserve Bank of Richmond. The Navajo Nation must have: (1) an active registration in ASAP by completing the Participation Request Form; (2) an Unique Entity Identification (UEI) number; and an active registration in the System for Award Management (SAM).

3. DOI acknowledges that the amount allocated does not fully fund the contracted activities and to the extent that any shortfalls exist in funding (direct, contract support cost or otherwise,) owed to the Navajo Nation, the DOI and BIA shall make a good faith effort, subject to applicable law, to identify funds or to obtain an appropriation to address this shortfall. DOI will report such shortfalls to Congress and simultaneously provide the Navajo Nation with such report.

4. Nothing in this AFA shall be deemed a waiver of any right the Navajo Nation may have under the Act to receive 100% of its funding, direct, contract support cost or otherwise, as determined under Section 106 of the ISDEAA, as amended.

5. BUDGET REVISION. The Navajo Nation shall request prior approval from the Awarding Official for a budget revision that will increase the amount of indirect cost for the Contract.

All other budget revisions do not require BIA approval, including carryover funds attributable to operation of the program.

6. DEOBLIGATION OF FUNDS.

- a. Funding under this AFA may be reduced only according to the provisions of Section 106(b) of the ISDEAA, as amended.

- b. In the event that funding of this AFA is reduced because of Congressional action, the Navajo Nation retains the option to rescind the Contract, renegotiate the attached Scope of Work, or suspend performance under the Contract consistent with Section B(5) of the Contract.

C. TRIBAL SHARES

In addition to the amount referred to in Paragraph B of this AFA, DOI shall pay a sum to be negotiated representing Central Office and Regional Office shares associated with this AFA. Such shares do not reflect Central Office or Regional Office shares which the Navajo Nation has included in other Fiscal Year 2026 Pub. L. 93-638, as amended, Contracts.

D. CONTRACT SUPPORT COST (CSC) FUNDS

The Navajo Nation shall be entitled to CSC funds to the full extent specified in Section 106 (a)(2) of the ISDEAA, as amended and related provisions. It is understood by the parties that full CSC funds may not be initially available to the Navajo Nation. However, upon becoming available by Congressional appropriation or through the identification of appropriate budget savings from CSC funds line items, the Navajo Nation shall participate in the distribution of those shortfall funds. If, during the term of this AFA, it is not possible to pay all CSC funds, DOI shall make a good faith effort, subject to applicable law, to identify funds or to obtain an appropriation to address this shortfall.

1. Direct Contract Support Cost (DCSC) Funds

In addition to the amount in paragraphs D and D(2) of this AFA, the Navajo Nation shall receive DCSC funds pursuant to Section 106(a)(2) of the ISDEAA, as amended. The amount of DCSC funds are subject to negotiation between the Navajo Nation and DOI. To the extent that DOI does not receive sufficient appropriations to fully fund the amount of DCSC funds that would otherwise be available under Section 106(a)(2) of the ISDEAA, as amended, DOI shall report such shortfall to Congress pursuant to the requirements of Section 106(c)(2) of the ISDEAA, as amended, and simultaneously provide the Navajo Nation with such report. DOI shall pay any shortfalls in DCSC funds, and to the extent such shortfall funds are appropriated by Congress. In no event does the Navajo Nation waive its right to recover 100% of the DCSC funds negotiated under this AFA.

2. Indirect Costs (IDC) Funds

In addition to the amount identified in paragraphs B, C, and D(1) of this AFA, the Navajo Nation shall receive IDC funds applicable to the period covered by this AFA as determined pursuant to the applicable Indirect Cost Negotiation Agreement, entered into between the Navajo Nation and its federal cognizant agent. To the extent that DOI does not receive sufficient appropriations to fully fund the amount of IDC funds that would otherwise be available under Section 106(a) (2) of the ISDEAA, as amended, DOI shall report such shortfall to Congress pursuant to the requirements of Section 106(c) (2) of the ISDEAA, as amended, and simultaneously provide the Navajo Nation with such report. DOI shall pay any shortfalls in IDC funds when, and to the extent, such shortfall funds are appropriated by Congress. In no event does the Navajo Nation waive its right to recover 100% of the IDC funds associated with this AFA.

3. Contract Support Cost (CSC) Calculation

In addition to the entitlement of the CSC funds, the Navajo Nation shall submit a budget report that provides estimated CSC funds needs of both DCSC funds and IDC funds which will be submitted to BIA NRO by July 10 of the AFA year. The budget report shall be used internally at BIA NRO for the sole purpose of supporting the DOI's Contract Support Cost and pay cost allocations and shortfall reports to Congress. The budget report shall be prepared at or equivalent to Level of Detail 6 on the Navajo Nation's FMIS.

E. PRE-AWARD COSTS

If this AFA covers the initial year of a contract, any cost the Navajo Nation incurs with respect to the performance of the Contract and this AFA before the award date or effective date of this AFA may be paid with funding under this AFA to the extent (a) that such costs are otherwise reasonable, allowable and allocable to performance of the attached Scope of Work, and (b) that the Navajo Nation informed BIA of costs consistent with Section 106 (a) (6) of the ISDEAA, as amended.

F. APPLICABLE LAW

In the performance of the Contract and this AFA, the Navajo Nation agrees to comply with all expressly applicable Federal laws, regulations and executive orders, including the Drug-Free Workplace Act of 1988 (Pub. L. 100-689), and all applicable Navajo Nation laws, regulations and executive orders. The parties shall renegotiate and modify the language of this AFA to conform to any applicable federal and Navajo Nation laws, regulations or executive orders which are passed after the effective date of this AFA.

The BIA shall inform the Navajo Nation, in writing, of all existing, newly enacted or amended federal laws, regulations and executive orders it believes apply to this AFA within 60 days of execution of this AFA or within 60 days of adoption. The Navajo Nation retains the right to renegotiate the attached Scope of Work to reflect any amended federal laws, regulations, and executive orders and shall not be held responsible under this AFA for compliance with such laws, regulations, and executive orders until the BIA has provided the notice described above.

G. MANAGEMENT SYSTEMS

The Navajo Nation shall maintain management systems consistent with requirements of the ISDEAA, as amended and 25 CFR Part 900. The BIA has on file the most recent versions of the following Navajo Nation management system Policies and Procedures:

- i. Navajo Nation Personnel Policies Manual.
- ii. Navajo Nation Employees Travel Policies and Procedures Handbook
- iii. Navajo Nation Purchase Card Policies and Procedures
- iv. Property Management Policy.
- v. Navajo Nation Procurement Rules and Regulations
- vi. Finance and Accounting Policies

The Navajo Nation agrees to provide Recordkeeping Policies within 90 days of final adoption by the responsible oversight committees.

1. Accounting/Financial System

The Navajo Nation shall maintain a fiscal accounting system which will provide accurate, current and complete information with respect to the Contract and this AFA in

such a manner as to facilitate audit and review of the financial records consistent with federal statutory and regulatory requirements.

The Navajo Nation shall obtain certification by a licensed accountant that the bookkeeping and accounting procedures that the tribal organization presently uses meets the standards of 25 CFR Part 900, Subpart F.

2. Personnel Management

Unless otherwise stated in this AFA or through an approved and executed Intergovernmental Personnel Agreement, all personnel employed by the Navajo Nation to carry out the Contract and this AFA shall meet the qualifications set forth by the Navajo Nation Department of Personnel Management and all personnel employed by the Navajo Nation under this AFA will adhere to applicable Navajo Nation Personnel Policies Manual including sick leave, holidays, pay schedules and pay tables.

3. Records System

a. The Navajo Nation agrees to keep such records as required pursuant to Section B(7) of the Contract, as amended; to make reports required by Section 5(a)(1) and (2) of the ISDEAA, as amended; and to make such information and reports available to the Indian beneficiaries as required by Section 5(c) of the ISDEAA, as amended. The Navajo Nation shall maintain a recordkeeping system that will allow for the maintenance of records to facilitate retrocession or reassumption of the Contract. Such records system, at a minimum, shall:

- 1) Provide for the creation, maintenance and safeguarding of records of lasting value, including those involving individual rights.
- 2) Provide for orderly retirement of records used or created under the Contract. Such records shall be returned to the BIA for disposition according to the General Records Schedules and the BIA Records Control Schedule.

b. When the Navajo Nation operates a system of records to accomplish a BIA

function, the Navajo Nation shall comply with the Navajo Nation Privacy and Access to Information Act, 2 N.N.C. Section 81, et seq.

c. The Navajo Nation shall make all reports and information concerning the Contract available to the Indian beneficiaries that the Contract serves or represents pursuant to the provisions of the Navajo Nation Privacy and Access to Information Act, 2 N.N.C. Section 81 et seq.

H. EXAMINATION OF RECORDS.

1. The Navajo Nation agrees to maintain books, records, documents and other evidence pertaining to the costs and expenses of the Contract (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs of whatever nature for which expenditure, payment or reimbursement is claimed under the provisions of the Contract or this AFA.

2. The Navajo Nation agrees to make available at the Navajo Nation offices at all reasonable times during the time period of the Contract and this AFA below any of the records, with reasonable advance notice, for inspection, audit or reproduction by any authorized representative of the Comptroller General or the Secretary of Interior as required under the ISDEAA, as amended, and applicable federal regulations.

3. Pursuant to Section (B)(7) of the Contract, the Navajo Nation shall preserve and make available its records related to the Contract and this AFA:

a. Until the expiration of the earlier of three years from the date of final payment under the Contract or the time period for the particular records specified in 25 CFR Chapter V, Part 900, Subpart F, Subsection 900.41 (a-d), whichever expires earlier.

b. If the Contract is completely or partially cancelled, the records relating to the work terminated shall be preserved and made available for a period of three

years from the date of any resulting final settlement.

4. Records which relate to appeals under Section (B)(12), Disputes, of the Contract; litigation or the settlement of claims arising out of the performance of the Contract; or costs and expenses of the Contract as to which written exception has been taken by the Awarding Official or any of his duly authorized representatives, shall be retained until such appeals, litigation, claims or exceptions have been disposed of.

5. Except for documentary evidence required under paragraph 4 above, the Navajo Nation may in fulfillment of its obligation to retain records substitute photographs, microphotographs, or other authentic reproductions or such records, after the expiration of 2 years following the last day of the month of payment or reimbursement to the Navajo Nation of the invoice or voucher to which such records relate, unless a shorter period is authorized by the Awarding Official with the concurrence of the Comptroller General or his duly authorized representative.

6. The provisions of this paragraph (H) shall be applicable to each subcontract hereunder which is on a cost; cost-plus-a-fixed-fee, time-and-material or labor-hour basis.

7. The Navajo Nation further agrees to include in each of its sub-contracts hereunder a provision to the effect that the sub-Contractor agrees that the Comptroller General, the Secretary of the Interior, the Awarding Official, and the Tribal Contracting Officer, or any of their duly authorized representatives, shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in 25 CFR Chapter V, Part 900, Subpart F, Subsection 900.41 (a-d) whichever expires earlier, have access to and the right to examine any directly pertinent books, documents, papers, and records of such sub-Contractor, involving transactions related to the sub-Contract. The term "sub-Contract" as used in this paragraph only, excludes:

- i. Purchase orders not exceeding \$10,000; and
- ii. Sub-Contracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

I. NAVAJO PREFERENCE

Consistent with Section 7 (b) of the ISDEAA, as amended, the Navajo Nation Business Opportunity Act, 5 N.N.C. Section 201, et seq., and the Navajo Preference in Employment Act, 15 N.N.C. Section 601, et seq., shall apply to the administration of the Contract and this AFA.

J. REPORTS

During the course of this AFA, the Navajo Nation shall submit the following reports:

1. **Annual Federal Financial Report (FFR).** Notwithstanding the process set forth in Paragraph N(1) of the AFA, the Navajo Nation's Office of the Controller agrees to submit an original annual FFR to the Awarding Official through the designated Awarding Official's Technical Representative (AOTR) with a courtesy copy to the Contracts and Grants Section/OMB. This report shall be supported by FMIS Job Status Inquiry for use to monitor expenditures incurred during annual operations. The annual FFR shall be submitted within 90 days after closure of each contract funding period.

On contracts that have approved term end dates extended, the Navajo Nation agrees to, in addition to annual FFR referenced above, submit a final FFR within 90 days after the closure of the contract ending date as extended and shall also be supported by FMIS Job Status Inquiry.

2. **Annual Narrative Report.** Pursuant to the process set forth in Paragraph N(1) of the AFA, the Navajo Nation agrees to submit the brief Annual Narrative Report and include status report on each one-time funded projects for this contract to the Awarding Official through the designated AOTR within 90 days after closure of each contract funding period. The report shall describe the conduct of the program and activities in:

- a. Accomplishments of the program objectives;
- b. Description of any significant problems encountered; and
- c. Any changes required to the Contract and/or Scope of Work.

The Navajo Nation is a Mature Contractor and Section 5(a) (2) of the ISDEAA only requires a brief annual narrative report.

On contracts that have approved term end dates extended, the Navajo Nation agrees to, in addition to annual narrative report referenced above, submit a final Narrative Report within 90 days after the closure of the contract ending date as extended.

3. **GPRA Reports.** The Navajo Nation agrees to submit applicable and relevant data and information concerning the operation of the attached Scope of Work to the Awarding Official through the AOTR necessary for the BIA to meet the requirements of the Government Performance Results Act ("GPRA") of 1993 (Pub. L. 103-62). The data and information, including format and due date(s), that the Navajo Nation will submit shall be negotiated between the parties and delineated in Attachment C, which is attached hereto and incorporated herein by reference. The BIA shall simultaneously provide the Navajo Nation with copies of any GPRA reports it submits to the Central Office or the Office of Management and Budget.

4. **Additional Reports.** Any additional reports required by law to be submitted beyond the reports identified in (1) through (3) above shall be negotiated between the parties and delineated in Attachment D, which is attached hereto and incorporated herein by reference.

5. The AOTR will notify the Navajo Nation of delinquent report(s) and suggest the due date that the BIA must receive the delinquent report(s). If the Navajo Nation fails to submit the overdue report(s) by the established deadline, the AOTR will notify the Awarding Official and recommend corrective action. A copy of such recommendation shall be provided to the Navajo Nation. The Awarding Official will then take appropriate action, consistent with the ISDEAA, as amended, to ensure that the Navajo Nation complies with the terms and conditions of the Contract and this AFA.

6. When the Navajo Nation submits the Annual FFR and Narrative Report, the BIA NRO shall review and respond to the reports no later than May 30 after the closure of the contract funding period.

K. **SINGLE AUDIT REQUIREMENTS**

1. The Navajo Nation shall comply with the Single Audit Act Amendment of 1996, 31 U.S.C. Chapter 75 et seq., and agrees to arrange for an annual single organization-wide audit as prescribed by the ISDEAA, as amended; the Single Audit Act Amendment of 1996, 31 U.S.C. Chapter 75 et seq., Office of Management and Budget (OMB), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200 (Uniform Guidance) and 43 CFR Part 12.

2. If the Navajo Nation fails to comply with the requirements for obtaining audits according to the Single Audit Act Amendment of 1996, the BIA may take actions as appropriate given the circumstances and as allowed pursuant to Subpart F §200.505 of the OMB Uniform Guidance.

3. In addition to the submission requirements of the Single Audit Act Amendment of 1996 and to meet the requirements of ISDEAA, as amended, the Navajo Nation shall send

- a. Single Audit Report with Form SF-SAC (Data Collection Form) to:

Federal Audit Clearinghouse
U.S. Bureau of the Census
1201 East Tenth Street
Jeffersonville, IN 47132
(301) 763-1551

- b. Single Audit Report to the Clearinghouse for each funding agency wherein the Report includes a finding related to the funding awarded to the Navajo Nation by such agency.

- c. Two copies of the Single Audit Report to:

Division of Internal Evaluation and Assessment
U.S. Department of the Interior
12220 Sunrise Valley Drive
Reston, VA 20191
(709) 390-6357

L. TECHNICAL ASSISTANCE AND MONITORING

1. The BIA will expeditiously provide special technical assistance to assist the Navajo Nation to successfully operate the program under the Contract and this AFA. When the Navajo Nation submits a written request for technical assistance through the process identified in Paragraph N(1), BIA will provide the Navajo Nation with written acknowledgement of the request within 15 business days of receipt. The acknowledgement shall include plan of action and a time frame for completion of the technical assistance.
2. The Awarding Official and designated AOTR will monitor the submission of annual reports required under the Contract and the ISDEAA, as amended.
3. The BIA will provide monitoring services to ensure compliance with the terms of the Contract and this AFA. The BIA shall provide thirty (30) days advance written notice which shall include date of the monitoring, information on process and instrument that will be used. This monitoring function will include:
 - a. Up to two (2) evaluations (Monitoring Sessions) can be conducted by the Awarding Official and AOTR per contract term. These visits shall be scheduled in advance as prescribed in Section B(7)(C) of the Contract. During the Monitoring Session, the Awarding Official, and the designated AOTR will review records, speak to the Program Director and staff, and inspect premises to determine compliance with the Contract and this AFA.
 - b. Additional visits beyond the above mentioned Monitoring Sessions shall only occur when requested by the Navajo Nation or when the Awarding Official determines that there is reasonable cause to believe that grounds for reassumption of the Contract, suspension of contract payments, or that other serious Contract performance deficiency may exist in accordance with Section B(7)(C) of the Contract. Such visits shall be scheduled in advance as prescribed in Section B(7)(C) of the Contract.
 - c. The Monitoring Session shall be conducted pursuant to the Memorandum of Understanding entered into by the Navajo Nation and BIA NRO.

M. FEDERAL TORT CLAIMS ACT

1. For purposes of Federal Tort Claims Act coverage, the Navajo Nation and its employees are deemed to be employees of the Federal government while performing work under this contract. This status is not changed by the source of the funds used by the Navajo Nation to pay the employee's salary and benefits unless the employee receives additional compensation for performing covered services from anyone other than the Navajo Nation.

2. In accordance with the requirement in 25 CFR Part 900, Subpart M, subsection 900.188(a), the Navajo Nation agrees to designate an individual to serve as tort claims liaison with the Federal government. The designated tort claims liaison shall provide the assistance specified in 25 CFR, Part 900, and Subpart M. subsection 900.188(c).

N. CONTRACT ADMINISTRATION

Requests or inquiries on significant and non-routine matters, such as technical assistance, issues that require action or decision by BIA NRO, and those raising legal issues, regarding this AFA shall be submitted in writing as follows. Communication and correspondence on items of a routine nature is not subject to this Section.

1. **Navajo Nation Contract Administration.** All correspondences by the Navajo Nation's Pub. L. 93-638 BIA contracted programs' concerning the Contract and this AFA shall be routed as follows for submission to the BIA NRO by:

Navajo Nation Contracting Officer
Contracts and Grants Section - Office of Management and Budget
Post Office Box 646
Window Rock, Arizona 86515
Telephone No.: (928) 871-6470
Fax No. (928) 871-6567

2. **Federal Contract Administration.** All correspondences by BIA NRO concerning the Contract and this AFA shall be routed as follows for submission to the Navajo Nation by:

Indian Self-Determination Office/Awarding Official
Bureau of Indian Affairs – Navajo Regional Office
P.O. Box 1060
Gallup, New Mexico 87305
Telephone No.: (505) 863-8228, 8311 and 8401.
Fax No. (505) 863-8461

3. All requests or inquiries covered under this section shall be done in accordance with the process identified in (1) and (2) above. Any documents associated with requests or inquiries not in compliance with this Section shall be immediately returned to the other party without further action.

O. SEVERABILITY

The provisions of this AFA are severable. If any provision of this AFA is determined to be invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the remainder of the AFA.

P. EFFECT ON EXISTING RIGHTS

1. Nothing in this AFA shall be construed as affecting, modifying, diminishing, waiving or otherwise impairing the sovereign immunity from suit enjoyed by the Navajo Nation.

2. Nothing in this AFA shall be construed as waiving any rights of the parties under applicable federal law.

3. Nothing in this AFA shall be construed as authorizing or requiring the termination of any existing trust responsibility of the United States with respect to the Navajo Nation, Navajo people, or Indian beneficiaries.

Q. EFFECTIVE DATE

This AFA shall be effective for the term (mature definite) of the funding year, January 1, 2026 through December 31, 2026 or until such time that a successor AFA is executed or a new

contract is issued with a new contract term identified. However, this does not alter the obligation of the Navajo Nation to provide DOI with a proposed AFA for the following calendar year, or a notice of intent not to renew, at least 90 days prior to end of the current calendar year.

Dr. Buu V. Nygren, President
THE NAVAJO NATION

Date

Secretary, Department of the Interior,
Or designee
UNITED STATES OF AMERICA

Date

ATTACHMENT "C"

Government Performance and Results Act
(GPRA)

If applicable, GPRA Report will be identified and
finalized in coordination with BIA NRO

ATTACHMENT "D"

Program Specific Report

If applicable, Program Specific Report will be
identified and finalized in coordination
with BIA NRO

FISCAL YEAR 20256

ANNUAL FUNDING AGREEMENT

CONTRACT NO. ~~A21-AV-00383~~

Navajo Treatment Center for Children and Their Families
(Mature Definite for 01/01/246 to 12/31/2530)

BY AND BETWEEN

THE NAVAJO NATION

AND

THE UNITED STATES
DEPARTMENT OF INTERIOR
Bureau of Indian Affairs
Navajo Regional Office

FOR THE PERIOD

January 01, 20256 through December 31 20256

Pursuant to 25 U.S.C. 5301 et. seq.
(Pub. L. 93-638, as amended)

ANNUAL FUNDING AGREEMENT

This Annual Funding Agreement ("AFA") is entered into between the Navajo Nation and the United States Department of the Interior ("DOI"), pursuant to the agreement between the Navajo Nation and DOI for Navajo Treatment Center for Children and Their Families-Program, pursuant to Title I of the Indian Self-Determination and Education Assistance Act ("ISDEAA"), Pub. L. 93-638, as amended (hereinafter referred to as the Contract).

A. PROGRAMS, FUNCTIONS, SERVICES AND ACTIVITIES

1. The Navajo Nation agrees to administer and perform those portions of the Bureau of Indian Affairs ("BIA") Navajo Treatment Center for Children and Their Families-Program identified in the Scope of Work, attached hereto as Attachment A and incorporated herein by reference, in accordance with its own laws and policies and the terms, provisions, and conditions of the Contract and this AFA and any attachments hereto. The program standards, including any provisions of Federal Regulations waived by the Secretary, are identified in Section B of the Contract.

2. The Navajo Nation agrees that any services or assistance provided to Indian beneficiaries under the Contract and this AFA shall be provided in a fair and uniform manner subject to applicable laws and regulations.

3. The Navajo Nation shall obtain from the BIA all such funds and other resources made available for the benefit of the tribe and Indian beneficiaries for all programs to be operated and services to be delivered by the Navajo Nation through the Contract and this AFA on behalf of the DOI, except for "Trust" and executive functions of the BIA considered non-contractible under the ISDEAA, as amended.

4. The BIA shall transfer to the Navajo Nation all such funds and other resources available for the benefit of the Tribe and Indian beneficiaries through the Contract in the most expeditious manner authorized by law, and shall provide technical support and assistance at the request of the Navajo Nation or as provided herein, in the most expeditious manner authorized by law.

5. The Navajo Nation shall exercise full discretion over the funds made available subject only to the provisions of the Contract, this AFA, tribal law, and Federal law.

6. The Navajo Nation has identified a need for program and/or office space. DOI shall undertake reasonable efforts to make such program and/or office space available to the Navajo Nation, together with such maintenance services as may be necessary for that program and/or office space. When not available and tribal buildings are used, DOI will enter into a lease pursuant to Section 105 (f)(1) of the ISDEAA, as amended and 25 CFR Part 900, Subpart H.

7. The Secretary shall provide copies of all Bureau of Indian Affairs manuals, federal laws and regulation, as well as any updates, used as standards under this Contract. The procedures contained within this Contract supersede any conflicting Bureau procedures. In the event the Bureau update its procedures the Contractor may request a waiver before these updated procedures become applicable to this Contract.

B. PROGRAM BUDGET AND FUNDING

1. Proposed Budget. Attached hereto as Attachment B is the proposed program budget for the services to be provided under this AFA. The amount reflects the Fiscal Year 2024~~5~~ recurring enacted amount allocated. If Congressional appropriation for full year funding is not available at the start of the FY 2025~~6~~, as an initial budget, the Navajo Nation may enter in the FMIS a full year budget at the actual, total amount of recurring funds distributed for FY 2024~~5~~ that is based on Congressional appropriation. If the Navajo Nation is proposing to allocate costs between two 638 programs, the percentage breakdown of such cost allocation shall be reflected in the budget.

2. Funding Distribution and Final Budget. Subject to the availability of Congressional appropriation, DOI shall distribute direct program funding for Fiscal Year 2025~~6~~ exclusive of any Central Office or Regional Office shares, direct contract support cost and indirect contract support costs funds, in one lump sum payments to the Navajo Nation in accordance with Section B(6) of the Contract. The final program budget shall reflect the actual funds distributed. Funding award(s) such as one time funding which require separate expenditure report shall be specified in the

contract modification (SF-30) by BIA. A separate account Financial Management Information System (FMIS Business Unit) shall be assigned by the Navajo Nation accordingly. Full payment shall be made by all-electronic payment through an Automated Standard Application for Payment (ASAP), an information system developed by the Financial Management Services and the Federal Reserve Bank of Richmond. The Navajo Nation must have: (1) an active registration in ASAP by completing the Participation Request Form; (2) a Unique Entity Identification (UEI) number; and an active registration in the System for Award Management (SAM).

3. DOI acknowledges that the amount allocated does not fully fund the contracted activities and to the extent that any shortfalls exist in funding (direct, contract support cost or otherwise,) owed to the Navajo Nation, the DOI and BIA shall make a good faith effort, subject to applicable law, to identify funds or to obtain an appropriation to address this shortfall. DOI will report such shortfalls to Congress and simultaneously provide the Navajo Nation with such report.

4. Nothing in this AFA shall be deemed a waiver of any right the Navajo Nation may have under the Act to receive 100% of its funding, direct, contract support cost or otherwise, as determined under Section 106 of the ISDEAA, as amended.

5. BUDGET REVISION. The Navajo Nation shall request prior approval from the Awarding Official for a budget revision that will increase the amount of indirect cost for the Contract.

All other budget revisions do not require BIA approval, including carryover funds attributable to operation of the program.

6. DEOBLIGATION OF FUNDS.

- a. Funding under this AFA may be reduced only according to the provisions of Section 106(b) of the ISDEAA, as amended.
- b. In the event that funding of this AFA is reduced because of Congressional action, the Navajo Nation retains the option to rescind the Contract, renegotiate the attached Scope

of Work, or suspend performance under the Contract consistent with Section B(5) of the Contract.

C. TRIBAL SHARES

In addition to the amount referred to in Paragraph B of this AFA, DOI shall pay a sum to be negotiated representing Central Office and Regional Office shares associated with this AFA. Such shares do not reflect Central Office or Regional Office shares which the Navajo Nation has included in other Fiscal Year 2025~~6~~ Pub.L. 93-638, as amended, Contracts.

D. CONTRACT SUPPORT COST (CSC) FUNDS

The Navajo Nation shall be entitled to CSC funds to the full extent specified in Section 106(a)(2) of the ISDEAA, as amended and related provisions. It is understood by parties that full CSC funds may not be initially available to the Navajo Nation. However, upon becoming available by Congressional appropriation or through the identification of appropriate budget savings from CSC funds line items, the Navajo Nation shall participate in the distribution of those shortfall funds. If, during the term of this AFA, it is not possible to pay all CSC funds, DOI shall make a good faith effort, subject to applicable law, to identify funds or to obtain an appropriation to address this shortfall.

1. Direct Contract Support Cost (DCSC) Funds

In addition to the amount in paragraphs D and D(2) of this AFA, the Navajo Nation shall receive DCSC funds pursuant to Section 106(a)(2) of the ISDEAA, as amended. The amount of DCSC funds are subject to negotiation between the Navajo Nation and DOI. To the extent that DOI does not receive sufficient appropriations to fully fund the amount of DCSC funds that would otherwise be available under Section 106(a)(2) of the ISDEAA, as amended, DOI shall report such shortfall to Congress pursuant to the requirements of Section 106(c)(2) of the IDSEAA, as amended, and simultaneously provide the Navajo Nation with such report. DOI shall pay any shortfalls in DCSC funds, and to the extent such shortfall funds are appropriated by Congress. In no event does the Navajo Nation waive its right to recover 100% of the DCSC funds negotiated under this AFA.

2. Indirect Costs (IDC) Funds

In addition to the amount identified in paragraphs B, C and D(1) of this AFA, the Navajo Nation shall receive IDC funds applicable to the period covered by this AFA as determined pursuant to the applicable Indirect Cost Negotiation Agreement, entered into between the Navajo Nation and its federal cognizant agent. To the extent that DOI does not receive sufficient appropriations to fully fund the amount of IDC funds that would otherwise be available under Section 106(a)(2) of the ISDEAA, as amended, DOI shall report such shortfall to Congress pursuant to the requirements of Section 106(c)(2) of the ISDEAA, as amended, and simultaneously provide the Navajo Nation with such report. DOI shall pay any shortfalls in IDC funds when, and to the extent, such shortfall funds are appropriated by Congress. In no event does the Navajo Nation waive its right to recover 100% of the IDC funds associated with this AFA.

3. Contract Support Cost (CSC) Calculation

In addition to the entitlement of the CSC funds, the Navajo Nation shall submit a budget report that provides estimated CSC funds needs of both DCSC funds and IDC funds which will be submitted to BIA NRO by July 10 of the AFA year. The budget report shall be used internally at BIA NRO for the sole purpose of supporting the DOI's Contract Support Cost and pay cost allocations and shortfall reports to Congress. The budget report shall be prepared at or equivalent to Level of Detail 6 on the Navajo Nation's FMIS.

E. PRE-AWARD COSTS

If this AFA covers the initial year of a contract, any cost the Navajo Nation incurs with respect to the performance of the Contract and this AFA before the award date or effective date of this AFA may be paid with funding under this AFA to the extent (a) that such costs are otherwise reasonable, allowable and allocable to performance of the attached Scope of Work, and (b) that the Navajo Nation informed BIA of costs consistent with Section 106(a)(6) of the ISDEAA as amended.

F. APPLICABLE LAW

In the performance of the Contract and this AFA, the Navajo Nation agrees to comply with all expressly applicable Federal laws, regulations and executive orders, including the Drug-Free Workplace Act of 1988 (Pub.L. 100-689), and all applicable Navajo Nation laws, regulations and executive orders. The parties shall renegotiate and modify the language of this AFA to conform to any applicable federal

and Navajo Nation laws, regulations or executive orders which are passed after the effective date of this AFA.

The BIA shall inform the Navajo Nation, in writing, of all existing, newly enacted or amended federal laws, regulations and executive orders it believes apply to this AFA within 60 days of execution of this AFA or within 60 days of adoption. The Navajo Nation retains the right to renegotiate the attached Scope of Work to reflect any amended federal laws, regulations, and executive orders and shall not be held responsible under this AFA for compliance with such laws, regulations, and executive orders until the BIA has provided the notice described above

G. MANAGEMENT SYSTEMS

The Navajo Nation shall maintain management systems consistent with requirements of the ISDEAA, as amended and 25 CFR Part 900. The BIA has on file the most recent versions of the following Navajo Nation management system Policies and Procedures:

- i. Navajo Nation Personnel Policies Manual.
- ii. Navajo Nation Employees Travel Policies and Procedures Handbook
- iii. Navajo Nation Purchase Card Policies and Procedures
- iv. Property Management Policy
- v. Navajo Nation Procurement Rules and Regulations
- vi. Finance and Accounting Policies

The Navajo Nation agrees to provide Recordkeeping Policies within 90 days of final adoption by the responsible oversight committees.

1. Accounting/Financial System

The Navajo Nation shall maintain a fiscal accounting system which will provide accurate, current and complete information with respect to the Contract and this AFA in such a manner as to facilitate audit and review of the financial records consistent with federal statutory and regulatory requirements.

The Navajo Nation shall obtain certification by a licensed accountant that the bookkeeping and accounting procedures that the tribal organization presently uses meets the standards of 25 CFR 900, Subpart F.

2. Personnel Management

Unless otherwise stated in this AFA or through an approved and executed Intergovernmental Personnel Agreement, all personnel employed by the Navajo Nation to carry out the Contract and this AFA shall meet the qualifications set forth by the Navajo Nation Department of Personnel Management and all personnel employed by the Navajo Nation under this AFA will adhere to applicable Navajo Nation Personnel Policies Manual including sick leave, holidays, pay schedules and pay tables.

3. Records System

a. The Navajo Nation agrees to keep such records as required pursuant to Section B(7) of the Contract, as amended; to make reports required by Section 5(a)(1) and (2) of the ISDEAA, as amended; and to make such information and reports available to the Indian beneficiaries as required by Section 5(c) of the ISDEAA, as amended. The Navajo Nation shall maintain a recordkeeping system that will allow for the maintenance of records to facilitate retrocession or reassumption of the Contract. Such records system, at a minimum, shall:

- 1) Provide for the creation, maintenance and safeguarding of records of lasting value, including those involving individual rights.
- 2) Provide for orderly retirement of records used or created under the Contract. Such records shall be returned to the BIA for disposition according to the General Records Schedules and the BIA Records Control Schedule

b. When the Navajo Nation operates a system of records to accomplish a BIA function, the Navajo Nation shall comply with the Navajo Nation Privacy and Access to Information Act, 2 N.N.C. Section 81, et seq.

c. The Navajo Nation shall make all reports and information concerning the Contract available to the Indian beneficiaries that the Contract serves or represents pursuant to the provisions of the Navajo Nation Privacy and Access to Information Act, 2 N.N.C. Section 81 et seq.

H. EXAMINATION OF RECORDS

1. The Navajo Nation agrees to maintain books, records, documents and other evidence pertaining to the costs and expenses of the Contract (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs of whatever nature for which expenditure, payment or reimbursement is claimed under the provisions of the Contract or this AFA.

2. The Navajo Nation agrees to make available at the Navajo Nation offices at all reasonable times during the time period of the Contract and this AFA below any of the records, with reasonable advance notice, for inspection, audit or reproduction by any authorized representative of the Comptroller General or the Secretary of Interior as required under the ISDEAA, as amended, and applicable federal regulations.

3. Pursuant to Section (B)(7) of the Contract, the Navajo Nation shall preserve and make available its records related to the Contract and this AFA:

a. Until the expiration of the earlier of three years from the date of final payment under the Contract or the time period for the particular records specified in 25 CFR Chapter V, Part 900, Subpart F, Subsection 900.41 (a-d), whichever expires earlier.

b. If the Contract is completely or partially cancelled, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

4. Records which relate to appeals under Section (B)(12), Disputes, of the Contract; litigation or the settlement of claims arising out of the performance of the Contract; or costs and expenses

of the Contract as to which written exception has been taken by the Awarding Official or any of his duly authorized representatives, shall be retained until such appeals, litigation, claims or exceptions have been disposed of.

5. Except for documentary evidence required under paragraph 4 above, the Navajo Nation may in fulfillment of its obligation to retain records substitute photographs, microphotographs, or other authentic reproductions or such records, after the expiration of 2 years following the last day of the month of payment or reimbursement to the Navajo Nation of the invoice or voucher to which such records relate, unless a shorter period is authorized by the Awarding Official with the concurrence of the Comptroller General or his duly authorized representative.

6. The provisions of this paragraph (H) shall be applicable to each subcontract hereunder which is on a cost: cost-plus-a-fixed-fee, time-and-material or labor-hour basis.

7. The Navajo Nation further agrees to include in each of its sub-contracts hereunder a provision to the effect that the sub-Contractor agrees that the Comptroller General, the Secretary of the Interior, the Awarding Official, and the Tribal Contracting Officer, or any of their duly authorized representatives, shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in 25 CFR Chapter V, Part 900, Subpart F, Subsection 900.41 (a-d) whichever expires earlier, have access to and the right to examine any directly pertinent books, documents, papers, and records of such sub-Contractor, involving transactions related to the sub-Contract. The term "sub-Contract" as used in this paragraph only, excludes:

- i. Purchase orders not exceeding \$10,000; and
- ii. Sub-Contracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

I. **NAVAJO PREFERENCE**

Consistent with Section 7 (b) of the ISDEAA, as amended, the Navajo Nation Business Opportunity Act, 5 N.N.C. Section 201, et seq., and the Navajo Preference in Employment Act, 15 N.N.C. Section 601, et seq., shall apply to the administration of the Contract and this AFA.

J. **REPORTS**

During the course of this AFA, the Navajo Nation shall submit the following reports:

1. **Annual Federal Financial Report (FFR)**. Notwithstanding the process set forth in Paragraph N(1) of the AFA, the Navajo Nation's Office of the Controller agrees to submit an original annual FFR to the Awarding Official through the designated Awarding Official's Technical Representative (AOTR) with a courtesy copy to the Contracts and Grants Section/OMB. This report shall be supported by FMIS Job Status Inquiry for use to monitor expenditures incurred during annual operations. The annual FFR shall be submitted within 90 days after closure of each contract funding period.

On contracts that have approved term end dates extended, the Navajo Nation agrees to, in addition to annual FFR referenced above, submit a final FFR within 90 days after the closure of the contract ending date as extended and shall also be supported by FMIS Job Status Inquiry.

2. **Annual Narrative Report**. Pursuant to the process set forth in Paragraph N(1) of the AFA, the Navajo Nation agrees to submit the brief Annual Narrative Report and include status report on each one-time funded projects for this contract to the Awarding Official through the designated AOTR within 90 days after closure of each contract funding period. The report shall describe the conduct of the program and activities in:

- a. Accomplishments of the program objectives;
- b. Description of any significant problems encountered; and
- c. Any changes required to the Contract and/or Scope of Work.

The Navajo Nation is a Mature Contractor and Section 5(a)(2) of the ISDEAA only requires a brief annual narrative report.

On contracts that have approved term end dates extended, the Navajo Nation agrees to, in addition to annual narrative report referenced above, submit a final Narrative Report within 90 days after the closure of the contract ending date as extended.

3. **GPRA Reports.** The Navajo Nation agrees to submit applicable and relevant data and information concerning the operation of the attached Scope of Work to the Awarding Official through the AOTR necessary for the BIA to meet the requirements of the Government Performance Results Act ("GPRA") of 1993 (Pub.L. 103-62). The data and information, including format and due date(s), that the Navajo Nation will submit shall be negotiated between the parties and delineated in Attachment C, which is attached hereto and incorporated herein by reference. The BIA shall simultaneously provide the Navajo Nation with copies of any GPRA reports it submits to the Central Office or the Office of Management and Budget.

4. **Additional Reports.** Any additional reports required by law to be submitted beyond the reports identified in (1) through (3) above shall be negotiated between the parties and delineated in Attachment D, which is attached hereto and incorporated herein by reference.

5. The AOTR will notify the Navajo Nation of delinquent report(s) and suggest the due date that the BIA must receive the delinquent report(s). If the Navajo Nation fails to submit the overdue report(s) by the established deadline, the AOTR will notify the Awarding Official and recommend corrective action. A copy of such recommendation shall be provided to the Navajo Nation. The Awarding Official will then take appropriate action, consistent with the ISDEAA, as amended, to ensure that the Navajo Nation complies with the terms of conditions of the Contract and this AFA.

6. When the Navajo Nation submits the Annual FFR and Narrative Report, the BIA NRO shall review and respond to the reports no later than May 30 after the closure of the contract funding period.

K. SINGLE AUDIT REQUIREMENTS

1. The Navajo Nation shall comply with the Single Audit Act Amendment of 1996, 31 U.S.C. Chapter 75 et. seq., and agrees to arrange for an annual single organization-wide audit as prescribed by the ISDEAA, as amended; the Single Audit Act Amendment of 1996, 31 U.S.C. Chapter 75 et seq., Office of Management and Budget (OMB). Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2CFR Part 200 (Uniform Guidance) and 43 CFR Part 12.

2. If the Navajo Nation fails to comply with the requirements for obtaining audits according to the Single Audit Act Amendment of 1996, the BIA may take actions as appropriate given the circumstances and as allowed pursuant to Subpart F §200.505 of the OMB Uniform Guidance.

3. In addition to the submission requirements of the Single Audit Act Amendment of 1996 and to meet the requirements of ISDEAA, as amended, the Navajo Nation shall send.

- a. Single Audit Report with Form SF-SAC (Data Collection Form) to:
Federal Audit Clearinghouse
U.S. Bureau of the Census
1201 East Tenth Street
Jeffersonville, IN 47132
(301) 763-1551
- b. Single Audit Report to the Clearinghouse for each funding agency wherein the Report includes a finding related to the funding awarded to the Navajo Nation by such agency.
- c. Two copies of the Single Audit Report to:
Division of Internal Evaluation and Assessment
U.S. Department of the Interior
12220 Sunrise Valley Drive
Reston, VA 20191
(709) 390-6357

L. TECHNICAL ASSISTANCE AND MONITORING

1. The BIA will expeditiously provide special technical assistance to assist the Navajo Nation to successfully operate the program under the Contract and this AFA. When the Navajo Nation submits a written request for technical assistance through the process identified in Paragraph N(1), BIA will provide the Navajo Nation with written acknowledgement of the request within 15 business days of receipt. The acknowledgment shall include plan of action and a time frame for completion of the technical assistance.
2. The Awarding Official and designated AOTR will monitor the submission of annual reports required under the Contract and the ISDEAA, as amended.
3. The BIA will provide monitoring services to ensure compliance with the terms of the Contract and this AFA. The BIA shall provide thirty (30) days advance written notice which shall include date of the monitoring, information on process and instrument that will be used. This monitoring function will include:
 - a. Up to two (2) evaluations (Monitoring Sessions) can be conducted by the Awarding Official and AOTR per contract term. These visits shall be scheduled in advance as prescribed in Section B(7)(C) of the Contract. During the Monitoring Session, the Awarding Official, and the designated AOTR will review records, speak to the Program Director and staff, and inspect premises to determine compliance with the Contract and this AFA.
 - b. Additional visits beyond the above mentioned Monitoring Sessions shall only occur when requested by the Navajo Nation or when the Awarding Official determines that there is reasonable cause to believe that grounds for reassumption of the Contract, suspension of contract payments, or that other serious Contract performance deficiency may exist in accordance with Section (B)(7)(C) of the Contract. Such visits shall be scheduled in advance as prescribed in Section B(7)(C) of the Contract.
 - c. The Monitoring Session shall be conducted pursuant to the Memorandum of Understanding entered into by the Navajo Nation and BIA NRO.

M. FEDERAL TORT CLAIMS ACT

1. For purposes of Federal Tort Claims Act coverage, the Navajo Nation and its employees are deemed to be employees of the Federal government while performing work under this contract. This status is not changed by the source of the funds used by the Navajo Nation to pay the employee's salary and benefits unless the employee receives additional compensation for performing covered services from anyone other than the Navajo Nation.

2. In accordance with the requirement in 25 CFR Part 900, Subpart M, subsection 900.188(a), the Navajo Nation agrees to designate an individual to serve as tort claims liaison with the Federal government. The designated tort claims liaison shall provide the assistance specified in 25 CFR, Part 900, and Subpart M, subsection 900.188(c).

N. CONTRACT ADMINISTRATION

Requests or inquiries on significant and non-routine matters, such as technical assistance, issues that require action or decision by BIA NRO, and those raising legal issues, regarding this AFA shall be submitted in writing as follows. Communication and correspondence on items of a routine nature is not subject to this Section.

1. **Navajo Nation Contract Administration.** All correspondences by the Navajo Nation's Pub.L. 93-638 BIA contracted programs' concerning the Contract and this AFA shall be routed as follows for submission to the BIA NRO by:

Navajo Nation Contracting Officer

Contracts and Grants Section – Office of Management and Budget

Post Office Box 646

Window Rock, Arizona 86515

Telephone No.: (928) 871-6470

Fax No.: (928) 871-6567

2. **Federal Contract Administration.** All correspondences by BIA NRO concerning the Contract and this AFA shall be routed as follows for submission to the Navajo Nation by:

Indian Self-Determination Specialist/Awarding Official
Bureau of Indian Affairs – Navajo Regional Office
P.O. Box 1060
Gallup, New Mexico 87305
Telephone No.: (505) 863-8228, 8311 and 8401
Fax No.: (505) 863-8461

3. All requests for inquiries covered under this section shall be done in accordance with the process identified in (1) and (2) above. Any documents associated with requests or inquiries not in compliance with this Section shall be immediately returned to the other party without further action.

O. SEVERABILITY

The provisions of this AFA are severable. If any provision of this AFA is determined to be invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the remainder of the AFA.

P. EFFECT ON EXISTING RIGHTS

1. Nothing in this AFA shall be construed as affecting, modifying, diminishing, waiving or otherwise impairing the sovereign immunity from suit enjoyed by the Navajo Nation.
2. Nothing in this AFA shall be construed as waiving any rights of the parties under applicable federal law.
3. Nothing in this AFA shall be construed as authorizing or requiring the termination of any existing trust responsibility of the United States with respect to the Navajo Nation, Navajo people, or Indian beneficiaries.

Q. EFFECTIVE DATE

This AFA shall be effective for the term (mature definite) of the funding year, January 01, 2025~~6~~ through December 31, 2025~~6~~ or until such time that a successor AFA is executed or a new contract is issued with a new contract term identified. However, this does not alter the obligation of the Navajo

- Nation to provide DOI with a proposed AFA for the following calendar year, or a notice of intent not to renew, at least 90 days prior to end of the current calendar year.

Dr. Buu V. Nygren, President
THE NAVAJO NATION

Date

Secretary, Department of the Interior.
Or designee
UNITED STATES OF AMERICA

Date

CY 2026 Annual Funding Agreement

Navajo Treatment Center for Children and Their Families

The Navajo Nation

Scope of Work

The "Navajo Treatment Center for Children and Their Families (NTCCF)" is a specialized program within the Navajo Division for Children and Family Services. NTCCF provides outpatient behavioral and mental health counseling services.

NTCCF is committed to strengthening and empowering children and families through the traditional principles and values of K'é (clanship). NTCCF staff will provide Diné/American Indigenous services that will supplement the western approach of treatment and psychotherapy to achieve a holistic healing process. NTCCF will provide cultural teachings and principles to promote basic Diné philosophies of life: caring for self, remembrance of self, ceremony for self, and respect of self for the longevity of self.

NTCCF will also provide case management to coordinate the continuum of care services in the outpatient behavioral and mental health systems. NTCCF has a case management system to track client services to ensure quality and professional services are provided. NTCCF will provide parenting information and psychological education for children and families. NTCCF will provide presentations to programs/departments, communities and general public distribution of program information, prevention information, educational, and promotional material.

In addition, NTCCF will provide the following services:

- Quality, professional, and ethical counseling services.
- Presentations and prevention/outreach efforts.
- Diné/American Indigenous traditional service and other faith-based services.
- Services for foster care placements needing Diné traditional or faith-based services.

NTCCF has six (6) clinics that provide therapeutic services within the Navajo Nation and the clinics are located in Chinle, Fort Defiance, Kayenta and Tuba City, AZ and Crownpoint and Shiprock, New Mexico.



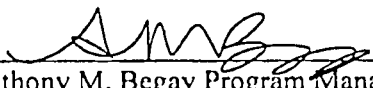
**Navajo Treatment Center for Children
and Their Families**
Navajo Division for Children and Family Services



MEMORANDUM:

TO: All Reviewers

FROM:


Anthony M. Begay Program Manager II
Navajo Treatment Center for Children and Their Families

DATE: August 25, 2025

SUBJECT: 164 Review #025194
Re: Bureau of Indian Affairs (BIA) P.L. 93-638 Contract

This memorandum will serve as a request for the review and approval of the attached FY 2026-2030 Bureau of Indian Affairs (BIA) P.L. 93-638 contract with the Navajo Treatment Center for Children and Their Families (NTCCF). The program has attached the following for your review:

- FY 2026-2030 BIA P.L. 93-638 Contract
- FY 2026 BIA Annual Funding Agreement (AFA) for January 01, 2026 to December 31, 2026
- FY 2026 BIA Scope of Work (SOW)
- FY 2026 Projected BIA Budget Summary

Your review and approval is appreciated. If you have questions, please contact me directly at (928) 871-7679 or via email at Anthony.Begay@ndcfs.org. Thank you.

ATTACHMENTS: FY 2026-2030 BIA Contract
FY 2026 BIA AFA
FY 2026 SOW
FY 2026 BIA Budget Summary

NTCCF file

To advocate for change, empower and strengthen our children, families, and communities by providing quality, holistic, cultural, and value-based services

| (928) 871-7679 | www.ndcfs.org | PO Box 1967; Window Rock, AZ 86515 | Anthony.Begay@ndcfs.org |

Document No. 025194

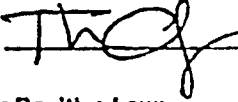
Date Issued: 08/08/2025

SECTION 164 REVIEW FORM

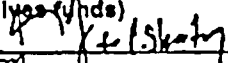
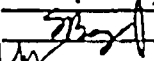
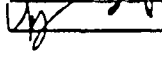
Title of Document: FY 26-30 BIA Contract with NTCCF Contact Name: BADONIE, RANAYE M
Program/Division: DIV OF CHILDREN & FAMILY SVC
Email: RaNaye.Badonie@ndcfs.org Phone Number: (928) 871-7679

Check document category: only submit to category reviewers. OMB, OOC and OAG have 5 working days, except BRD has 2 working days, to review and determine whether the document(s) are sufficient or insufficient. If deemed insufficient, a memorandum explaining the insufficiency of the document(s) is required.

Section 164(A)

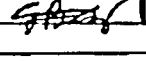
Division Director:  Date: 9/2/25 ☐ ☐

☐ Statement of Policy or Positive Law:
1. OAG: _____ Date: _____ Sufficient Insufficient ☐ ☐

☒ IGA, Budget Resolutions, Budget Reallocations or amendments: (OMB and Controller sign ONLY if document expends or receives funds)
1. OMB:  Date: 8/12/25 ☒ ☐
2. OOC:  Date: 9/23/25 ☐ ☐
3. OAG:  Date: 10/1/25 ☒ ☐

Section 164(B)

Division Director: _____ Date: _____ ☐ ☐

☐ Grant/Funding Agreement or amendment:
1. OMB:  Date: _____ ☐ ☐
2. OOC:  Date: 7. ☐ ☐
3. OAG: _____ Date: _____ ☐ ☐

☐ Subcontract/Contract expending or receiving funds or amendment:
1. BRD: _____ Date: _____ ☐ ☐
2. OMB: _____ Date: _____ ☐ ☐
3. OOC: _____ Date: _____ ☐ ☐
4. OAG: _____ Date: _____ ☐ ☐

☐ Letter of Assurance/M.O.A./M.O.U./Other agreement not expending funds or amendment:
1. OAG: _____ Date: _____ ☐ ☐

☐ M.O.A. or Letter of Assurance expending or receiving funds or amendment:
1. OMB: _____ Date: _____ ☐ ☐
2. OOC: _____ Date: _____ ☐ ☐
3. OAG: _____ Date: _____ ☐ ☐

Office of the President/Vice President _____ Date: _____

NAVAJO NATION DEPARTMENT OF JUSTICE



DOCUMENT REVIEW REQUEST COVER SHEET

DOJ USE ONLY

September 24, 2025
DATE TIME

NNDJ #: See HighQ

DOC #: 25194

UNIT: Human Services - Government

RESUBMITTAL: 1

*** FOR NNDJ USE ONLY - DO NOT CHANGE OR REVISE FORM. VARIATIONS OF THIS FORM WILL NOT BE ACCEPTED. ***

CLIENT TO COMPLETE

DATE OF REQUEST: September 24, 2025 DIVISION: Division of Social Services
CONTACT NAME: Anthony M. Begay RaNaye
Badonie
PHONE NUMBER: 9288717679 E-MAIL: Anthony.Begay@ndefs.org
TITLE OF DOCUMENT: FY 2026-2030 BIA Contract, AFA, SOW and Budget

UNIT REVIEW

DATE TIME IN UNIT: September 24, 2025 REVIEWING ATTORNEY ADVOCATE: Michelle Begay-Nakai
DATE TIME ATTORNEY REVIEW COMPLETE: 10/1/25
DATE TIME OUT OF UNIT: See email transmitting completed document

DOJ ATTORNEY / ADVOCATE COMMENTS

Legally sufficient. Forward for surname.

Contract renewal requires legislative action. HSGU has attached a proposed draft legislation for this matter.

LEGAL STATUS: Sufficient

SURNAMED BY: 10/1/25

See Document Review signature sheet for date/time

**RESOLUTION OF THE
NAVAJO NATION COUNCIL
25TH NAVAJO NATION COUNCIL – THIRD YEAR, 2025**

**AN ACTION
RELATING TO RESOURCES AND DEVELOPMENT, BUDGET AND FINANCE, AND
NAABIK'ÍYÁTI' COMMITTEES; RELATING TO THE NAVAJO NATION COUNCIL;
APPROVING AND AUTHORIZING A RENEWAL CONTRACT BETWEEN THE
NAVAJO NATION AND THE UNITED STATES DEPARTMENT OF INTERIOR
UNDER 25 U.S.C. 5301 et seq. (P.L. 93-638, AS AMENDED) ON BEHALF OF THE
NAVAJO NATION FOR A FIVE YEAR TERM FOR THE PERIOD BEGINNING
JANUARY 1, 2026 AND ENDING DECEMBER 31, 2030 FOR NAVAJO TREATMENT
CENTER FOR CHILDREN AND THEIR FAMILIES; APPROVING AND
AUTHORIZING THE ANNUAL FUNDING AGREEMENT AND SCOPE OF WORK
FOR THE CONTRACT TERM**

BE IT ENACTED:

SECTION ONE. AUTHORITY

- A. The Health, Education and Human Services Committee is a standing committee of the Navajo Nation Council and serves as the oversight committee for the Division of Children and Family Services (formerly the Navajo Nation Division of Social Services, see Resolution No. CMY-35-24) and its subordinate department the Navajo Treatment Center for Children and Their Families. 2 N.N.C. §401(C)(1).
- B. The Budget and Finance Committee is a standing committee of the Navajo Nation Council and is authorized to accept contracts from federal authorities upon the recommendation of the standing committee which has oversight of the program which requested the contract. 2 N.N.C. § 301(B)(15).
- C. The Naabik'íyáti' Committee is a standing committee of the Navajo Nation Council authorized to give final approval for contracts between the Navajo Nation and the United States Department of Interior for implementation of the Indian Self Determination and Education Assistance Act, 25 U.S.C. § 5301 et seq. (P.L. 93-638, as amended). 2 N.N.C. § 701(A) (12).

SECTION TWO. FINDINGS

- A. It is in the best interest of the Navajo Nation and its citizens to enter into the Indian Self-Determination and Education Assistance Act, 25 U.S.C. § 5301 et seq. (P.L. 93-638, as amended) contract, including the Annual Funding Agreement and Scope of Work, attached as Exhibit A, with the United States Department of the Interior Bureau of Indian Affairs to fund and support the Navajo Treatment Center for Children and Their Families for a five year term beginning January 1, 2026 and ending December 31, 2030.
- B. The proposed Navajo Treatment Center for Children and Their Families P.L. 93-638 Contract, Annual Funding Agreement, and Scope of Work, attached as Exhibit A, has been

endorsed by requisite reviewers and is determined legally sufficient and eligible for signature. See Exhibit B.

SECTION THREE. APPROVAL

- A. The Navajo Nation hereby approves and authorizes a contract between the Navajo Nation and the United States Department of the Interior, Bureau of Indian Affairs, under 25 U.S.C. 5301 *et seq.* (P.L. 93-638, as amended) for a five year term beginning January 1, 2026 and ending December 31, 2030, for the Navajo Treatment Center for Children and Their Families services, as set forth in Exhibit A.
- B. The Navajo Nation hereby approves and authorizes the Annual Funding Agreement and the Scope of Work for the Navajo Treatment Center for Children and Their Families services for the contract term, as set forth in Exhibit A.
- C. The Navajo Nation hereby authorizes the Navajo Nation President, or his duly authorized designee or successor, to execute and effectuate the P.L. 93-638 Contract, Annual Funding Agreement, and Scope of Work, provided the terms and conditions in such documents are substantially similar to those approved by this resolution.

CY 2026 Annual Funding Agreement

Navajo Treatment Center for Children and Their Families

The Navajo Nation

Scope of Work

The "Navajo Treatment Center for Children and Their Families (NTCCF)" is a specialized program within the Navajo Division for Children and Family Services. NTCCF provides outpatient behavioral and mental health counseling services.

NTCCF is committed to strengthening and empowering children and families through the traditional principles and values of K'é (clanship). NTCCF staff will provide Diné/American Indigenous services that will supplement the western approach of treatment and psychotherapy to achieve a holistic healing process. NTCCF will provide cultural teachings and principles to promote basic Diné philosophies of life: caring for self, remembrance of self, ceremony for self, and respect of self for the longevity of self.

NTCCF will also provide case management to coordinate the continuum of care services in the outpatient behavioral and mental health systems. NTCCF has a case management system to track client services to ensure quality and professional services are provided. NTCCF will provide parenting information and psychological education for children and families. NTCCF will provide presentations to programs/departments, communities and general public distribution of program information, prevention information, educational, and promotional material.

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CY 2026~~5~~ Annual Funding Agreement

Navajo Treatment Center for Children and Their Families

The Navajo Nation

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Navajo Nation
P.L. 93-638 BIA Contract
CY 2026 AFA - Summary of Proposed Budget

Part I. - Program Information:

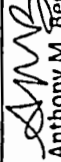
A. Program / Division: P.L. 93-638 Division of Social Services Administration/Navajo Treatment Center for Children and Their Families

B. Contract No.: _____

Part II. - Budget Information:

A	B	C	D
Cost Type	Title of Cost Type	Description on the purpose of the budget.	Budget Amount
2001	Personnel Salary	Thirteen (13) regular full time staff salaries.	\$973,947.60
2900	Fringe Benefit	Fringe benefits for thirteen (13) regular full-time staff.	\$358,510.11
3000	Travel		
3500	Meeting		
4000	Supplies		
5000	Lease & Rental		
5500	Communication & Utilities		
6000	Repairs & Maintenance		
6500	Contractual Service		
7000	Special Transactions	Insurance for thirteen (13) regular full time employees.	\$20,445.15
8000	Assistance		
9000	Capital Outlay		
9720	Indirect Cost		
Total Budget			\$1,352,902.86

Part III. - Signatures:

 Anthony M. Begay, Program Mgr II	 Thomas Cody, Executive Director
Program Manager / Date	Division Director / Date

THE NAVAJO NATION

Page 1 of 1
BUDGET FORM 3

LISTING OF POSITIONS AND ASSIGNMENTS BY BUSINESS UNIT

FY 2026

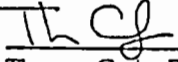
SUB ACCT	POS NO	JOB TYPE	POSITION TITLE	EMP ID	WRKSITE CODE	FY2024 ACTUAL			FY2025 PROPOSED		
						G/S	H/R	SALARY	HOURS	BUDGET PERIOD	BUDGET
1003	201393	3804	Clinical Family Therapist	10441	1	CO68F		51.50	2088	\$	107,532.00
1004	241889	3812	Family Therapist-Intern	VACANT	2	CO66A		37.35	2088	\$	77,986.80
1005	913424	3803	Family Therapist	360716	4	CO67A		40.71	2088	\$	85,002.48
1008	260348	3812	Family Therapist-Intern	12342	6	CO66A		37.35	2088	\$	77,986.80
1101	201016	3743	Treatment Coordinator	VACANT	5	CO64A		31.60	2088	\$	65,980.80
1102	244404	3743	Treatment Coordinator	VACANT	3	CO64A		31.60	2088	\$	65,980.80
1104	949929	3804	Clinical Family Therapist	264525	3	CO68A		44.41	2088	\$	92,728.08
1107	247223	3803	Family Therapist-Intern	VACANT	5	CO66A		37.35	2088	\$	77,986.80
1108	949927	3812	Family Therapist-Intern	359281	5	CO66A		37.35	2088	\$	77,986.80
1109	946264	3743	Treatment Coordinator	151491	6	CO64A		31.60	2088	\$	65,980.80
1118	948970	3743	Treatment Coordinator	313070	4	CO64A		31.60	2088	\$	65,980.80
1125	243351	3810	Traditional Practitioner	550192	1	CO62A		26.62	2088	\$	55,582.56
1127	244357	3821	Comm. Involvement Spec	159790	1	CO62B		27.41	2088	\$	57,232.08

Subtotal \$ 973,947.60



The Navajo Nation **DR. BUU NYGREN** *PRESIDENT*
Yideeskâadi Nitsáhákees **RICHELLE MONTOYA** *VICE PRESIDENT*

MEMORANDUM

TO : ALL CONCERNED
FROM : 
Thomas Cody, Executive Director
Navajo Division for Children and Family Services
DATE : December 16, 2024
SUBJECT : DELEGATION OF AUTHORITY

The following order of delegation shall be effective in my absence:

1. Sonlatsa Jim, Deputy Director, Office of the Executive Director
2. Antoinette Miller, Department Manager III, Department for Self-Reliance
3. Deannah Neswood-Gishey, Department Manager III, Department of Child Care & Development
4. Brenda Tsosie, Principal Accountant, Office of the Executive Director

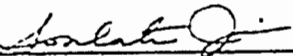
The delegated leadership will be responsible for acting prudently, review and/or sign-off on all routine correspondences such as timesheets and Off-Reservation travel documents.

Personnel Action Forms, Budget Revision Requests, Budget Modifications and Financial Actions Forms, and Office of Hearing and Appeals (OHA) issues shall be reviewed and approved by the Executive Director only upon return.

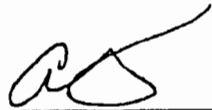
This standing delegation supersedes any previous Delegation of Authority and can be superseded by a specific written delegation. In the event of uncertainty or if further clarification is needed on signing any documents or regarding other issues, a decision will be made upon my return or contact me for consultation.

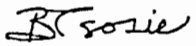
All documents that require the Executive Director's signature are to be routed to the NDCFS Office of the Executive Director for records purposes. All staff are expected to cooperate and follow the order of this delegation. Your cooperation and assistance are greatly appreciated.

ACKNOWLEDGMENT:


Sonlatsa Jim, Deputy Director
NDCFS-Office of the Executive Director


Deannah Neswood-Gishey, Department Manager III
NDCFS-Department of Child Care & Development


Antoinette Miller, Department Manager III
NDCFS-Department of Self-Reliance


Brenda Tsosie, Principal Accountant
NDCFS-Office of the Executive Director



Navajo Treatment Center for Children and Their Families

Navajo Division for Children and Family Services



August 25, 2025

Bureau of Indian Affairs – Navajo Regional Office
PO Box 1060
Gallup, New Mexico 87305

ATTN: Bureau of Indian Affairs (BIA) – Navajo Regional Office
Re: FY 2026-2030 BIA Contract

This letter will serve as a request from the Navajo Treatment Center for Children and Their Families (NTCCTF) with the Navajo Division for Children and Family Services (NDCFS) for additional funding from the funding source Bureau of Indian Affairs – Navajo Regional Office. Please be advised that the NTCCTF program has a total of thirteen (13) professional direct service providers. The NTCCTF staff include the Clinical Family Therapists, Family Therapists, Family Therapist Interns, Treatment Coordinators, Traditional Practitioner and a Community Involvement Specialist that all provide services to Navajo children and their families that have been impacted by childhood trauma.

NTCCTF has been working with NDCFS programs and other entities regarding the outpatient behavioral/mental health services to the Navajo Nation. NTCCTF has had an increase in services. Our services are specialized, considering we offer them at home, in the office and at the school. It is important to ensure that there is no interruption of services.

In addition, the Navajo Division for Children and Family Services (NDCFS) is currently in operation of the P.L. 102-477 Plan except for NTCCTF. Therefore, the NTCCTF program will be operating utilizing our own funding. The NDCFS staff have been approved for a salary adjustment effective October 1, 2024, from the CL to CO salary schedule. The NTCCTF program is committed to implementing the CO salary schedule with other NDCFS programs/departments. It is imperative for the program to compensate staff for the professional and quality of client services that they provide to families. The program continuously competes with other entities high salary. It can be difficult to retain staff and recruit staff considering our current salaries. NTCCTF staff will need financial assistance in covering salaries at 100%. The program has attached for your review a projected Summary of Proposed Budget in the amount of \$1,352,902.86 for salaries, fringe and insurance for staff.

The NTCCTF program is confident that the funding for services will continue and provide meaningful and lasting benefits to our families and look forward to building a strong foundation of support through the services we provide. Your continued support and approval of this request is appreciated. Please contact me directly if you have additional questions. Thank you.

Sincerely,

Anthony M. Begay, Program Manager II
Navajo Treatment Center for Children and Their Families

CONCURRED:

Thomas Cody, Executive Director
Navajo Division for Children and Family Services

cc: NTCCTF file

To advocate for change, empower and strengthen our children, families, and communities by providing quality, holistic, cultural, and value-based services

| (928) 871-7679 | www.ndcfs.org | PO Box 1967; Window Rock, AZ 86515 | Anthony.Begay@ndcfs.org |

Navajo Nation - Division of Finance
Office of the Controller

(Attach sign off sheet to SAS document to ensure each section within OOC signs off on SAS)

PLEASE NOTE OOC (ALL SECTIONS IN TOTAL) HAS 7 DAYS TO REVIEW

25194

OOO - Section

Date

Accounts Receivable:

General Accounting:

Contract Accounting:

Contract Administration:

for 9/23/25 *SKD*

AFA: required documents attached. 9/23/25 for

09/15/2025
Acct: Anna D.
A. Smith

Agreement - 164 (A) Document Review

Contracts and Grants Section / OMB

Document Review Check on Grant Application, Award or Modification

(Fill in Spaces Highlighted Green that Apply)

Document No.: 025194 Date of Review 9/11/2025
Sponsor - Title of Program / Division Nav. Treatment Ctr for Children & Their Families (NTCCTF) / DCFS
☒ Application ☐ Award ☐ Mod. Branch Chief signature required? Yes
Indicate Fund Source - federal, state, etc. P.L. 93-638 BIA Title of Grant Navajo Treatment Center
Budget Amount \$ 1,352,902.86 Budget Period 01/01/2026-12/31/2026

FY 2025 NN BIM Appendix K SECTION. 4-7.

- A. **Application - funding agency due date. (Executive Official Review)** BIA Contract Renewal
Reference Application e.g., SF-424, etc. Model Contract, AFA, Attachments, Budget Summary
1 Grant Agreement, Terms & Conditions Attached
2 Scope of Work (SOW) specific to grant purpose. Attached - Changes: RFS completed 7/29/25 mbegay
3 Budget - must be in funding agency format & NNBF 1,3,4-5 (if applicable, BF 6) Not attached until final award
Ensure each object code budgeted is justified, supported by calculation Not attached until final award
a. NNBF 3 - DPM List of Employee Assignment, if applicable N/A
b. Indicated FY & IDC rate used to budget recovery IDC funds 15.90%
- Is IDC calculation checksheet attached? - Appendix K-4, if applicable Not attached until final award
c. Does grant require matching? No match requirement
- Is Cash Match Form on Contract/Grant attached? - Appendix K-2, if applicable N/A
d. Is Subcontract budgeted separately N/A

On lower right hand corner of each NNBF, initial & indicate date of review.

- 4 If application is a federal award, indicate Assistance Listing Number (ALN) 15.025
Unique Entity Identification Number (UEIN) - KEBVZNK93W87 KEBVZNK93W87

B. **Award, on application submitted by NN - § 7.A**

- Document review no. on Application & Date N/A
- Notice of Award (NOA) / Date (attach): N/A
- Change to Appli. on Award, explain in **Comment** section below N/A

C. **Award, funding for successor year on multi-year contract - § 7. D.**

- Term (Begin & End Date) of multi-year contract N/A
- NOA / Date (attach): N/A

D. **§ 6. C. Contract Modification , Summary of Change (SOC) Appendix K-1 - Ext Grant Budget**

Additional allocation to annual award e.g., CR funding on federal award.

- Required NNBF 3 or 4 or both. N/A
- NOA / Date (attach): N/A

E. **Comments on significant points and issues and concerns.**

Review 09/11/25 - After review of the attached document packet / (4) Model Contract, (4) Annual Funding Agreement including report attachments, BIA Budget Summary, and SOW. NTCCTF has also included the redlines for the AFA and SOW. CGS has deemed the document sufficient w/ comment. The packet is organized in accordance with the OMB/CGS Instruction Memo of July 21, 2025 for P.L. 93-638 BIA Contracted Programs. The program submitted a clean copy of the Model Contract, AFA, SOW, and a budget summary for services. NTCCTF will move document forward as contract renewals require legislative review and approval. **NOTE: Pursuant to the OMB/CGS Instruction memo, the renewal packet is to be submitted to BIA by October 1, 2025. NTCCTF has submitted review packet until 09/11/25, which is three weeks away from the Oct. 1, 2025 submission date to BIA. NTCCTF/DCFS is advised to resolve untimely submissions.**

F. **Document is Sufficient or Insufficient:**

✓ Sufficient w/comment

Review By / Date:

Surname By / Date:

Jan James, PCA / 09.12.25

✓ *[Signature]* 9/12/25

Doc Review Check Grant Appl Award_164B DN025194 BIA NTCCTF 26-30_9.11.25

FY 2025 NN BIM



The Navajo Nation DR. BUU NYGREN *PRESIDENT*

Yideeskáadi Nitsáhákees | *Think for the Future*

July 21, 2025

Memorandum

To: Program Managers and Division Directors
P. L. 93-638 BIA Contracted Programs

From: C. Shortey
Cordell Shortey, Contracting Officer – CGS / OMB

Subject: Funding Proposal for CY 2026 on P. L. 93-638 BIA Contracted Programs

Pursuant to 25 CFR § 900.12, the subject proposals are due for submission to Gallup BIA NRO by October 1, 2025. Attached are the following documents to guide preparation of the proposals, obtaining the SECTION 164 REVIEW and authorization by the Nation to submit the proposals to BIA NRO:

- A. Exhibit "A" is a list of the sixteen (16) Contracted programs. Below is a recap of the notes on the bottom of the list:
- 1) The term of the existing Contract on twelve (12) programs will continue beyond the current CY 2025. The type of funding proposal required for CY 2026 is the Successor Annual Funding Agreement (SAFA).
 - 2) The term of the existing Contract on four (4) programs will expire at the end of the current CY 2025 on December 31, 2025. The type of funding proposal required for CY 2026 is Contract renewal.

The hard copy of the CY 2026 AFA / SAFA is available for pick up from OMB Temporary Office at NN Muscum. The Model 108 Agreement for Contract renewal will be emailed to the Program Managers to fill in the appropriate blank spaces.

- B. Exhibit "B" is the Instructions on compiling the funding proposals.

Pursuant to Section 3. D. 1) b) of the Instruction, email the draft scope of work (SOW) for CY 2026 to Ms. Michelle Begay Nakai at DOJ by July 31, 2025, first prior to completing the funding proposal. Also submit the SOW under Request for Service through High Q to DOJ. After the SOW is cleared by DOJ, compile the proposal and initiate the appropriate Section 164 Review.

We appreciate your compliance with this memorandum. If you have questions, contact CGS at 928-871-6033.

Attachments

CC: File-CGS
OPVP – Kris Beecher, Chief of Staff; Bidtah Becker, Chief Legal Counsel
Judicial Branch – Eleanor Shirley, Interim Chief Justice; Nyrea Yazzie
Michelle Begay-Nakai, Attorney/ NDOJ



OFFICE OF MANAGEMENT AND BUDGET
POST OFFICE BOX 646 | WINDOW ROCK, AZ 86515 | PHONE: (928) 871-6570 | FAX: (928) 871-6567

THE NAVAJO NATION

CY 2026 Dev Funding Proposals - P. L. 93-638 BIA Contracted Programs

Updated July 17, 2025..Dev. 5/22/25; Prev. 5/30/25

NOTE: Column B - Contract sorted by Division. T - Trust, GT- General Trust

A	B	C	D	E	F
No.	Contracted Programs / Divisions	Authorizing Resolution by Nabi Committee	Contract Term - Begin & End Date	Contract No. - Assigned by BIA	Program Manager
BIA Contracts					
1	DCD - Housing Improvement / GT Previous Contract-HIP Program	NABID-64-24	1/01/25-12/31/27	Contract renew/CY 2025 AFA not approved yet.	Rita Begay
2	DHR - Tribal Enrollment Prog / T	NABIJA-03-05	1/01/22-12/31/24	A22AV00588	Ronald Duncan
3	DNR - Water Development / T	NABID-45-22	1/01/25-12/31/27	A25AV00568	Jason John
4	DNR - Water Monitoring & Invty / T	NAIBID-65-24	1/01/23-12/31/27	A23AV00366	Jason John
5	DNR - Forestry Mgmt / T	NABID-65-24	1/01/25-12/31/29	A25AV00489	Alexious Becenti
6	DNR - Natural Heritage / T Existing Contract - Natural Heritage / T	NABID-48-22	1/01/23-12/31/27	A23AV00367	Sam Diswood
7	DNR - Fish & Wildlife Mgmt. / T Existing Contract-Fish & Wildlife Mgmt. / T	NABID-56-20	1/01/21-12/31/25	A21AV00001	Sam Diswood
8	DNR - Safety of Dams / T Previous Contract-SOD Program	NABID-53-20	1/01/21-12/31/25	A21AV00002	Jason John
9	DNR - Env. Arch. - Non-Road / GT	NABID-66-24	1/01/25-12/31/27	Contract renew/CY 2025 AFA not approved yet.	Richard Begay
10	DODE - Higher Education / GT	NABIO-40-21	1/01/22-12/31/24	A22AV00381	Rose Graham
11	DODE - Johnson O'Malley / GT	NABIO-38-21	1/01/22-12/31/26	A22AV00149	Suzette Haskie-Oberly
12	DPS - Adult Detention Services Prog / GT	NABIO-37-21	1/01/22-12/31/26	A22AV00148	Dr. Delores Greyeyes
13	DPS - Juvenile Corrections Prog / GT	NABID-62-20	1/01/24-12/31/26	A24AV00177	Dr. Delores Greyeyes
14	DPS - Criminal Investigation / GT Existing Contract-Criminal Investigation / GT	NABIO-34-22	1/01/23-12/31/27	A23AV00265	Malcom Leslie
15	DPS - Law Enfnt- Patrol / GT Existing Contract - Law Enfnt- Patrol / GT	NABIO-33-22	1/01/23-12/31/27	A23AV00267	Ronald Silversmith
16	Judicial - Tribal Courts / GT	NABIO-46-20	1/01/21-12/31/25	A21AV00140	Interim Chief Justice Eleanor Shirley
		NABIO-45-20	1/01/21-12/31/25	A21AV00186	
		NABIS-31-21	1/01/22-12/31/26	A22AV00151	

Notes: A. The standard font in Column B indicate the term of the Contract is continuing beyond CY 2025. These Contracts need Successor AFA for CY 2026, effective Jan 1, 2026.

B. The bold font in Column B above indicate the end date of the existing Contract will lapsed at the end of the current CY 2025 on Dec 31, 2025. These Contracts are due for renewal [Model 108 Agreement and Annual Funding Agreement (AFA)] effective Jan 1, 2026 and forward.

Instructions on Development of Funding Proposal
For Fiscal Year (FY) 2026 on P. L. 93-638 BIA Contracts
July 21, 2025

1. **Required Action by P. L. 93-638 Contracted Programs (Programs)**

Funding proposals for FY 2026 by the Nation's sixteen (16) contracted programs are due for submission to BIA NRO / Office of Justice Service (OJS) by October 1, 2025. The Programs are listed on Exhibit "A" that supplements this Instruction. The fiscal year (FY) period the federal government is Oct 1 to Sept 30. The Nation's 638 Contract and Annual Funding Agreement (AFA) is on calendar year (CY) period, January 1 to December 31.

2. **Type of the Nation's Contract and Funding Proposal (Proposal):**

- A. **Successor Annual Funding Agreement (SAFA)** is required on 638 Contracts that were authorized by Naablk'iyáti' Committee on which the term ending date will continue beyond the current CY 2025 or January 1, 2026 and forward. Twelve (12) Contracts will be continuing which are referenced by standard font (not bolded) in Column B of Exhibit "A".
- B. **Contract Renewal** is required on contracts that were authorized by Naablk'iyáti' Committee on which the ending date will expire at the end of the current CY 2025 on 12/31/25. The four (4) Contracts due for renewal are referenced by bold font in Column B of Exhibit "A".

3. **Required Documents on the Funding Proposal.**

- A. The Chart on Page 3 shows the required documents and attachments to the SAFA or Contract Renewal and are explained below in subsections B., C., and D. Ensure the Attachments are labeled with appropriate numbers and letters on the bottom right-hand corner of the page and organized in the order shown.
- B. Required documents on Contract Renewal are as follows:
 - 1) Model 108 Agreement (Agreement). This is a standard contract that is found in 25 U.S.C. § 5329. The Agreement in MS Word document will be emailed to the Program Manager to fill the following sections and compile the funding proposal packet. The Program title is entered in Section A. 2. by CGS.
 - a) Sec. B. 1. : enter the proposed period or term of the Contract. The recommendations are indefinite or definite for at least 3 years. Indefinite is the effective date will be January 1, 2026 and continue indefinitely until the Nation changes that by resolution. Definite is the Nation decides the number of years on the Contract. It is advised deciding on the term be coordinated with President Dr. Nygren.
 - b) Sec. B. 3. : enter the standards the Program will use to administer the Contract. The standards listed in the current Contract should serve as the base.
 - 2) Attachment 1 – will be Naablk'iyáti' Committee Resolution based on action indicated in subsection E. 2) below.
 - 3) Attachment 2 – Annual Funding Agreement (AFA). The AFA for year one of the multi-year 638 Contract is the AFA. The AFA shall be supported by the documents listed under subsection D. below.
- C. SAFA, will be provided to the Programs by CGS. The required supporting documents on the SAFA are listed under subsection D. below. SAFA applies to year two (2) and forward and on multi-year 638 Contract.
- D. Attachments to the SAFA are listed below and referenced by bullet points:
 - Attachment "A" - Scope of Work (SOW) is a brief statement of the Programs, Functions, Services and Activities (PFSA) that the Program will perform pursuant to 25 C.F.R. §900.8.
 - 1) SOW shall be developed as follows:
 - a) Written in clear and realistic form and focus on priorities that are designed to achieve end results effectively and efficiently within the contract funding period.

- b) Develop the SOW as follows and email it to DOJ by July 31, 2025:
- i. If the SOW as approved for CY 2025 will be revised and updated for CY 2026, do so on MS word track changes so the new language is underscored and deletions stricken-through. This is the marked-up SOW.
 - ii. If the same SOW approved for CY 2025 will be continued and used in CY 2026 indicate "NO CHANGES" at the top of the page of the SOW.

Attach both the marked up and clean copy (markup removed) of the SOW that is endorsed by DOJ with the funding proposal.

• **Attachment "B" – Budget:**

- 1) Use the Form Summary of Proposed Budget that is on Page 4 to prepare budget. The softcopy will be emailed with this Instruction.
- 2) The amount of recurring FY 2025 funds allocated by BIA NRO / OJS aka "Secretarial amount" serves as the base budget for CY 2026. This should be the amount proposed.
 - If the amount of the proposed budget exceeds the Secretarial amount, justify the higher amount by memorandum.

• **Attachment "C" - Government Performance and Results Act (GPRA), a sample is on Page 5.**

• **Attachment "D" – Program Specific Report, a sample is on Page 6.**

Include the attached Attachment "C" and "D" in the funding proposal as is. Any additional report requested by BIA NRO will be negotiated and made part of the approved funding proposal.

E. Required Review and Approval of Funding Proposal by the NN is as follows:

- 1) SAFA is subject to Section 164(B) Review. After the review is completed, the SAFA will be signed by NN President or Chief Justice.
- 2) Contract Renewal is subject to Section 164(A) Review and thereafter action via resolution by respective Oversight Committees and final action by Naabik'iyati' Committee to authorize the Program to enter into the Contract. Ensure the Model 108 Agreement and AFA are not signed by NN President until after authorizing legislation is passed.

4. Submission of Funding Proposal to BIA NRO.

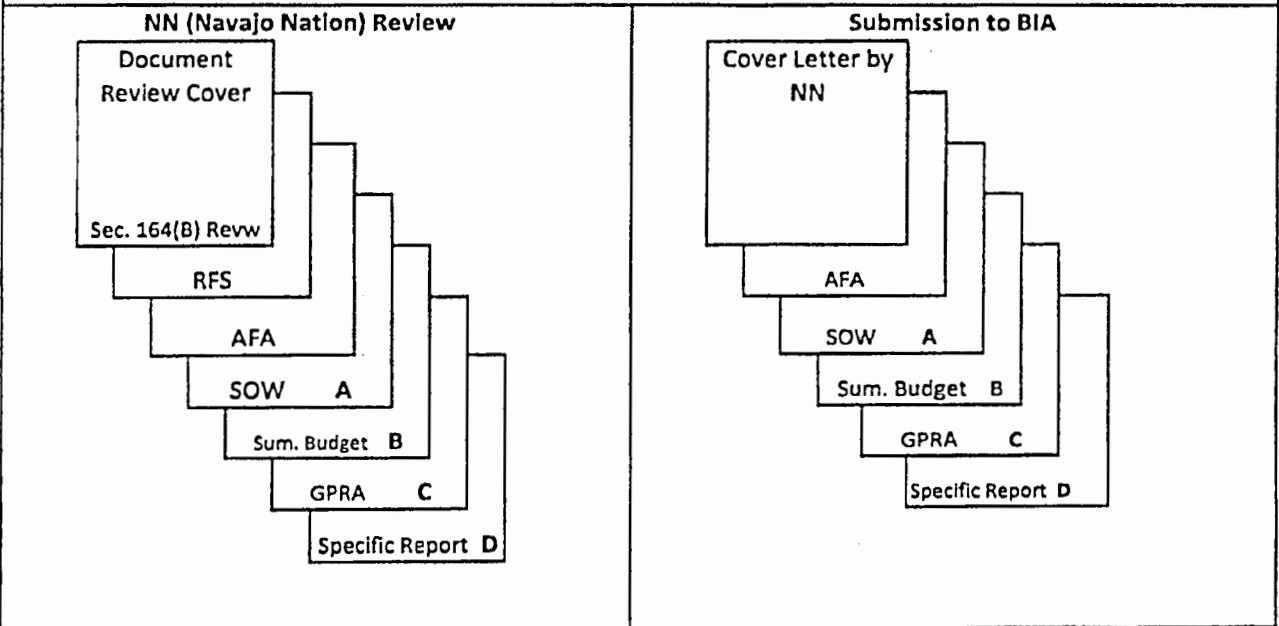
- A. All funding proposals that have been signed by NN President or Chief Justice shall be returned to CGS for submission to BIA NRO.
- B. Pursuant to 25 C.F.R. §900.32, if the SOW in the funding proposal is:
 - 1) Substantially the same as the prior year approved funding proposal (FY 2025) except for the funding amount, BIA NRO may approve and award the funding proposal.
 - 2) Not substantially the same as the prior year approved funding proposal (FY 2025) due to redesign, different PFSA, etc. and may be subject to declination. BIA NRO and the NN will negotiate the SOW.
- C. A meeting between BIA NRO and the Nation may be necessary to discuss resolving concerns with the funding proposal.

5. Timetable. Page 7 is the Timetable on development and submission of the funding proposal. The parties responsible for the activities indicated need to ensure the tasks are performed correctly and the due dates met. The respective supervisors or Document Review reviewers are advised to ensure compliance and resolve the non-compliances.

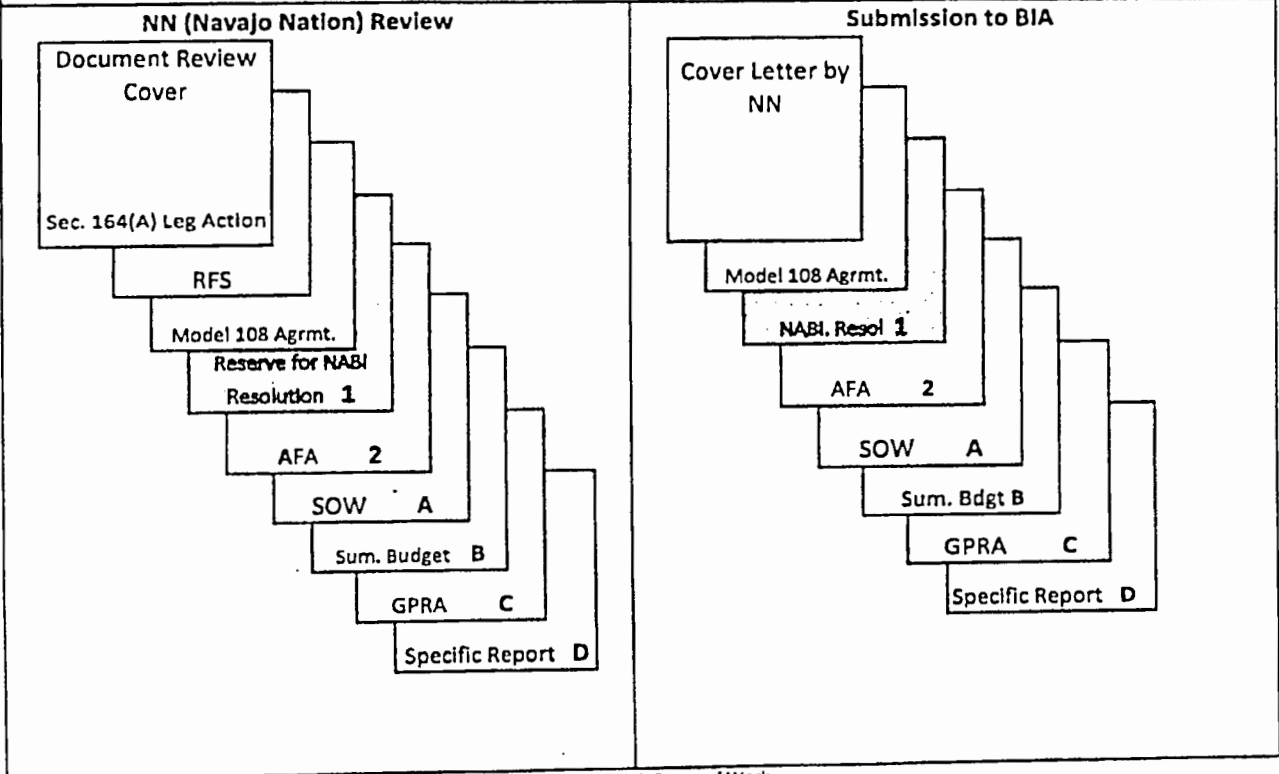
END OF INSTRUCTIONS

Contracts and Grants Section / OMB
P. L. 93-638 BIA Contracts - Submission of Funding Proposal for FY 2026
Chart on Documents Required for NN Review and Submission to BIA

1. Successor Annual Funding Agreement (SAFA)



2. Contract Renewal



Document Review Cover: type of review Sec. 164(A) or (B)

RFS-Request for Services, DOJ & OPVP

AFA-Annual Funding Agreement

SOW- Scope of Work

GPRA-Government Performance Results Act

NABl-Naa'biik'yatl Committee

Navajo Nation
 P. L. 93-638 BIA Contract
 CY 2026 AFA - Summary of Proposed Budget

Part I. - Program Information:
 A. Program / Division: _____
 B. Contract No.: _____

Part II. - Budget Information:

A	B	C	D
Cost Type	Title of Cost Type	Description on the purpose of the budget.	Budget Amount
2001	Personnel Salary		\$5,678,989
2900	Fringe Benefit		797
3000	Travel		9,789
3500	Meeting		879,686
4000	Supplies		
5000	Lease & Rental		
5500	Communication & Utilities		
6000	Repairs & Maintenance		
6500	Contractual Service		
7000	Special Transactions		
8000	Assistance		
9000	Capital Outlay		
9720	Indirect Cost		
Total Budget			\$6,569,261

Part III. - Signatures:

 Program Manager / Date

 Division Director / Date

Government Performance and Results Act **(GPRA)**

If applicable, GPRA Report will be identified and finalized in coordination with BIA NRO.

Attachment "C"

Program Specific Report

If applicable, Program Specific Report will be identified and finalized in coordination with BIA NRO.

Attachment "D"

Contracts and Grants Section – OMB
P. L. 93-638 BIA Contract
Timetable on Development of CY 2026 Funding Proposal
July 21, 2025; Prev. 07/17/25; Dev. 06/30/25

A	B	C	D
No.	Timeline (Due Dates)	Tasks	Responsible Party
1	July 21, 2025	Issue Instructions on development of funding proposal to Program Managers and Division Directors	CGS / OMB
2	By July 31, 2025	Email soft copy of draft scope of work (SOW) to DOJ and submit same under Request for Service to DOJ High Q	Program Managers and Division Directors
3	August 6 – 22, 2025	Compile funding proposal & initiate Section 164(A) or 164(B) review and action on the packet. On Contract renewal monitor packet and do tasks necessary to obtain Nabik'iiyati Committee authorization at soonest possible.	Program Managers / Division Directors
4	By September 12, 2025	Return Contract and SAFA signed by President Dr. Nygren or Chief Justice Jayne to CGS/OMB.	Program Managers / Division Directors
5	By October 1, 2025	Submit funding proposals authorized by NN to BIA NRO.	CGS /OMB
6	November 10-14, 2025	If need be, meet with BIA NRO / OJS to discuss finalizing the funding proposal for award.	NN – Programs / Divisions; CGS; OOC; DOJ
7	December 12, 2025	Submit final changes on SOW, budget, etc. to CGS & for further submission to BIA NRO / OJS.	Program Managers/Division Directors; CGS and DOJ
8	By December 31, 2025	Approve the funding proposal & award FY 2026 funds.	BIA NRO / OJS
9	January 01, 2026	Implement CY 2026 Contract / AFAs approved by BIA NRO / OJS.	Navajo Nation

NAVAJO NATION DEPARTMENT OF JUSTICE



REQUEST FOR SERVICES COVER SHEET

DOJ USE ONLY

July 29, 2025
DATE / TIME

NNDOJ #: See HighQ
UNIT: Human Services/ Government
RESUBMITTAL: [...]

*** FOR NNDOJ USE ONLY - DO NOT CHANGE OR REVISE FORM. VARIATIONS OF THIS FORM WILL NOT BE ACCEPTED. ***

CLIENT TO COMPLETE

DATE OF REQUEST:	July 29, 2025	ENTITY/DIVISION:	Division of Social Services
CONTACT NAME:	Anthony M. Begay RaNaye Badonie	E-MAIL:	Anthony.Begay@ndcfs.org
CONTACT NAME 2	{...}	E-MAIL:	RaNaye.Badonie@ndcfs.org
PHONE NUMBER:	9288717679		

DESCRIPTION OF LEGAL NEED AND SERVICES REQUESTED: Review of SOW for CY 2026 BIA

DEADLINE:	{...}	REASON:	{...}
-----------	-------	---------	-------

UNIT REVIEW

DATE/TIME IN UNIT: July 29, 2025 REVIEWING ATTORNEY/ADVOCATE: Michelle Begay-Nakai

DATE TIME OUT OF UNIT: See email transmitting NNDOJ Cover Page

DOJ ATTORNEY / ADVOCATE COMMENTS

Minor change to SOW regarding abbreviation of program. Legally sufficient.



The Navajo Nation DR. BUU NYGREN *PRESIDENT*

Yideeskáadi Nitsáhákees | *Think for the Future*

REQUEST FOR SERVICES

DATE OF REQUEST: _____

Name: Anthony Begay/RaNaye M. Badonie

Department: NTCCF/NDCFS

Phone Number: (928) 871-7679

Email: RaNaye.Badonie@ndcfs.org

PLEASE CHECK ONE: ☒ 164 Review No: 025194 ☐ Support Letter(s) _____

☐ Proclamation ☐ NHA Document ☐ Other: _____

DESCRIPTION OF SERVICE

DOLLAR AMOUNT: \$ 16,642.33

Review and approval of 164 #025194 FY 2026-2030 BIA Contract, Annual Funding Agreement, Scope of Work

and BIA Budget Summary for Navajo Treatment Center for Children and Their Families. Please review and

approve. Thank you.

Deadline: Immediate

Reason: Contract approval.

RECOMMENDATIONS & COMMENTS (Authorized Personnel Only)

NEWSWORTHY? _____

Bidtah Becker, Chief Legal Counsel

PICKED UP BY: _____
Please Print Name

Signature: _____

Date: _____ Time: _____

NAVAJO NATION

809

11/25/2025

Naa'bik'iyati' Committee Special Meeting

02:55:32 PM

Amd# to Amd#	New Business: Item A.	PASSED
MOT Tso, O	(CONSENT AGENDA)	
SEC Arviso, S	0238-25/0243-25/0244-25/ 0257-25/0261-25	

Yeas : 17

Nays : 0

Excused : 4

Not Voting : 2

Yea : 17

Arviso, S	Crotty, A	Notah, N	Tolth, G
Begay, H	Johnson, C	Parrish, S	Tso, O
Begay, N	Mitchell, A	Simonson, G	Yanito, C
Charles-Newton, E	Nez, A	Slater, C	Yazzie, C
Claw, S			

Nay : 0

Excused : 4

Jesus, B	Yazzie, L	Nez, R	Daniels, H
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Not Voting : 2

Simpson, D	James, V
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Presiding Speaker: Curley, C